The Tulalip Tribes of Washington

REQUEST FOR QUALIFICATIONS AND PROPOSALS

Hibulb Cultural Center

Request for Qualifications and Proposals

RFQ/P No. 2026-024

Mechanical System Replacement

November 6, 2026

TULALIP TRIBES OF WASHINGTON

6406 Marine Drive, Tulalip, WA 98271

1. INTRODUCTION

The Tulalip Tribes is requesting **Design-Build** qualifications and proposals for a mechanical system replacement that will provide museum grade environmental control at the Hibulb Cultural Center located at 6410 23rd Avenue NE, Tulalip, WA 98271.

Proposals are to be addressed to:

Aaron Jones, Hibulb Cultural Center Director
The Tulalip Tribes of WA
6406 Marine Drive, Tulalip, WA 98271

Point of contact for the RFP process is:

Jason Crain, Owner's Representative, Crain Advisors
rcrain@tulaliptribes-nsn.gov

Point of contact to schedule site visits is:

Jason Crain, Owner's Representative, Crain Advisors
rcrain@tulaliptribes-nsn.gov

Proposal Requirements:

- Provide a Design-Build proposal that includes an existing facility evaluation and design for a mechanical system replacement. The proposal shall include assessment, engineering and construction of all systems required to have a fully functioning, museum grade HVAC system. The system shall hold the collections environment described in the attached Owner's Project Requirements (OPR, Attachment B) and Performance Requirements (Attachment C). These systems include but are not limited to the chilled water plant (chiller, pumps and buffer tank), steam humidifiers, desiccant dehumidifiers, fan coil units and building automation controls. The scope includes the museum and the collections building.
- The proposed design shall be developed in accordance with the design standards identified in the OPR, including ASHRAE guidance for museums, galleries, archives and libraries, and shall be reviewed by the Owner and the Owner's collections staff before the GMP is established.
- The Design-Builder will be required to provide a Guaranteed Maximum Price (GMP) for the system installation and implementation. The GMP will be developed concurrently with the design phase.
- The system should include interfaces that can be utilized by the Tribes' maintenance staff. The cost of the work is to include training in the operation and maintenance of the system.
- Potential Design-Builders shall have no unauthorized contact with the Owner's staff during the proposal and selection process. All questions will be directed in writing to the Owner's Representative via email.

Work Requirements:

Working conditions will be addressed in more detail with the awarded team. The Hibulb Cultural Center is a public museum that houses and exhibits irreplaceable cultural collections. Work must be scheduled around museum operations and exhibit schedules, must protect collections and exhibits at all times under a collection protection plan approved by the Owner, and will not be allowed to significantly impact the day-to-day operations of museum staff.

TERO Requirements:

The Tulalip Tribal Employment Rights Office (TERO) Code, Tulalip Tribal Code Chapter 9.05, applies to this project, including Native preference in hiring, training and subcontracting and the TERO fee. The current Code is available at https://www.codepublishing.com/WA/Tulalip/html/Tulalip09/Tulalip0905.html. TERO

forms and contacts are available from the Tulalip TERO Department at https://www.tulaliptribes-nsn.gov/Dept/TERO.

The Design-Builder pays the TERO fee under TTC 9.05.220, and any change order fee under TTC 9.05.230, directly to the TERO Department. The TERO fee is reimbursed as a Cost of the Work at actual cost, with no Contractor's Fee, and is not priced in the proposal.

The Design-Builder should provide evidence of its commitment to the TERO program, demonstrated through its efforts in both the current project and in previous projects. The Design-Builder will work with the Owner to establish TERO goals.

Self-Performance of the Work:

The Design-Builder shall self-perform, with its own forces, at least 80 percent of the Cost of the Work. The following are excluded from the calculation: (a) materials and equipment; (b) bonds, insurance, permit fees and the TERO fee; (c) design services; (d) work performed by Salish Networks, the Owner's sole-specified vendor for low-voltage cabling and phone systems; and (e) work of the independent testing, adjusting and balancing (TAB) firm required by Attachments B and C, which must be independent of the installing contractor. Self-performed work includes preconstruction services, project management, supervision, installation labor, commissioning support and Owner training. The HVAC work shall not be brokered to a subcontractor. The Proposer shall identify on the Proposal Form (Attachment D) each scope of work to be performed by others and its estimated value. Work by others requires Owner approval. This is a responsiveness requirement. A proposal that does not commit to it may be rejected.

Contract Structure:
The design and construction will be executed under the **attached** AIA A104. Phase 1 will be for the system design and development of the construction scope. Phase 2 begins with execution of a GMP Amendment (Exhibit O) establishing a Guaranteed Maximum Price. The GMP will include the cost for all labor, materials, equipment, subcontractors, insurance, overhead, management and fee for the work. The Construction Contingency, liquidated damages and Substantial Completion date are also established in the GMP Amendment. The GMP Amendment form will be provided to the selected Design-Builder.

The successful Proposer acknowledges and accepts that the specifications, terms and conditions and contract provided in this RFP and no others will control any contract awarded unless the successful Proposer expressly states, in whole or by reference, alternate terms or conditions which the successful Proposer wishes the Owner to consider. Any such alternate terms or conditions will constitute a variance and, if found material, may subject the Proposal to rejection. Any referenced alternate terms or conditions shall be attached to the Proposal for consideration by the Owner.

Refer to the included contract and exhibits for additional information and project requirements.

2. SCHEDULE

Issue RFP	November 6, 2026
Last day for site visits	November 20, 2026
Last Day for Questions	November 24, 2026

Last Addendum Issued	December 3, 2026
Proposal Due	December 11, 2026 @ 2:00 pm PT
Anticipated Award	January 16, 2027

3. SITE VISIT

Site visits are required and necessary to fully clarify the scope of work and will occur individually by proposer to limit the disruption to the ongoing operations of the museum. Please contact the Owner's Representative at the email address above to schedule site visits.

- Site visits must be scheduled 2 working days in advance.
- Site visits are limited to 4-person teams and between the hours of 9:00 am and 3:00 pm.
- Each proposer's team visits together. Separate visits by individual team members will not be accommodated.
- Site visitors will be escorted at all times. Photography and recording in exhibit and collections areas is not permitted without Owner approval.

4. SUBMITTAL REQUIREMENTS

The following categories will be used to evaluate the proposals received. The proposal shall be organized to align with the categories below and only information specific to the project will be reviewed. Cost (Section 6) will be scored on the Proposal Form amounts and the evaluated total in the Fee Matrix.

Section	Description	Page Limit	Evaluation Points
1.	Cover Letter	1	0
2.	Qualifications/expertise of the proposed team: • Experience in design and construction of complete HVAC systems. • Experience with museums, archives, libraries or other collections environments requiring tight temperature and humidity control. • Working in an existing, occupied public facility. • Tribal work experience. • Joint working experience of the proposed design and construction team.	6	25
3.	Qualifications of proposed staff: • Experience with mechanical systems design and construction. • Experience working in an occupied museum or other collections facility. • Identification of proposed staff with an organizational chart identifying lines of authority and communication.	5	10
4.	NAOB status and/or utilization of NAOBs for the project: • NAOB status of the proposing team. • Efforts to include NAOB or Tulalip Tribal businesses and labor in the project.	2	15
5.	Proposed project approach: • Structure of the contractor's project management team and interface with the Owner.	8	30

	• Approach to protecting collections and exhibits and maintaining continuous museum operations during construction, including interim humidity and temperature control during any shutdown. • Schedule: provide a general schedule of design and implementation that identifies long lead items and time frames for Owner approval of the design and the proposed system. (A detailed schedule will be required of the awarded team.) • Approach to holding the required collections environment and to ease of use and maintenance. • Long-term service agreement structure.		
6.	Cost proposal based upon the Scope of Work (Attachment M) and certified by signature as being valid for at least 90 days is required: • Include provided Proposal form. Does not count against page count. • Provide a lump sum, design/preconstruction team cost. • Fee Matrix: pdf and Excel, does not count against page count. • Provide cost for 100% payment and performance bond.	8	20

Proposals must be delivered electronically via email to the Owner's Representative at the email address above no later than 2:00 PM, Pacific Time, December 11, 2026. The official time will be the receiving computer's clock. No hard copy proposals will be accepted. Faxed submittals will not be accepted. If the file size is larger than 15 MB, contact the Owner's Representative for alternative submission options. It is the responsibility of the proposer to ensure that electronic submissions are received by the established deadline. For questions about the electronic submittal process contact the Owner's Representative.

5. INTERVIEW

After reviewing the submissions, the selection committee may elect to conduct interviews with a short-list of proposers.

6. FINAL SELECTION

The Tulalip Tribes of Washington intends to select the proposer that best meets the needs of the Tribes and the criteria set above as determined by the evaluation of the submissions received and the interview (if needed). Final selection must be approved by and shall be at the sole discretion of the Tulalip Tribes' Board of Directors. The Tulalip Tribes reserves the right to select any responsive and responsible proposer it determines.

7. ADDITIONAL SERVICES

Tulalip Tribes reserves the right to request additional services for future phases depending on the results of the design and construction. Fees and rates for additional services are to be included in the Fee Matrix (Attachment E).

8. ATTACHMENTS

The following attachments form part of this RFP. This RFP and all attachments are available for download from the Tulalip Tribes Request for Proposals website at:

www.tulaliptribes-nsn.gov/Visitors/RequestsForProposal

The attachments, including the contract documents in Attachment A and the Owner's Project Requirements and Performance Requirements in Attachments B and C, are substantially complete. Before contract execution, Tulalip may revise any attachment to correct errors, omissions, or inconsistencies, to conform the documents to one another and to this RFP, or to meet requirements of law. Tulalip will not otherwise make material changes to the terms of the contract documents.

Attachments are received and handled as follows.

Attachment A is the AIA A104-2017 Tulalip Standard Form of Agreement Between Owner and Contractor with Design-Build, including Exhibit A (Determination of the Cost of the Work) and Exhibit D (Design-Build Scope of Services), with the Supplementary Conditions (Exhibit P to the Agreement) provided as a separate document. These form the agreement the selected Design-Builder will be expected to execute. They are not signed or returned with the proposal. Any requested changes to the contract documents must be submitted in writing to the Owner's Representative by the last day for questions shown in the Schedule. The GMP Amendment (Exhibit O to the Agreement) is executed when the Guaranteed Maximum Price is established.

Attachments B and C, the Owner's Project Requirements and the Performance Requirements, become Exhibits J and K to the Agreement. Proposers shall base their proposals on them and shall identify in the proposal any requirement they believe cannot be achieved and state what they can achieve, as provided in Section 1.2 of Attachment B. They are not returned with the proposal.

Attachment M (Scope of Work) describes the design, preconstruction and construction services the Owner anticipates. It is not a Contract Document. The Design-Builder will restate the scope of the Work, as developed during design and agreed by the Owner, in its GMP Proposal, and that scope of work will be attached to the GMP Amendment. Proposers shall base their proposals on it together with Attachments B and C. It is not returned with the proposal.

Attachment D (Proposal Form) and Attachment E (Fee Matrix) must be completed and submitted with the proposal.

Attachment F (Existing Building Plans) is provided for review and reference only. The drawings are the best available record of the existing museum and collections building, include design phase sets, and are not as-built drawings. The Design-Builder is responsible for verifying existing conditions. It is not returned with the proposal.

Attachments G through K (Contractor Code of Conduct, Affidavit of Non-Collusion, Certificate of Compliance, Certificate of Non-Discrimination and Debarment Certification) are project record documents that the selected Design-Builder will execute at contract signing. They are provided for informational review only and are not returned with the proposal.

Attachment L (Proposal Checklist) is provided to help Proposers confirm that a proposal is complete. It does not add to or change this RFP and is not scored.

Attachment letters in this RFP identify RFP documents. Lettered exhibits referred to inside the Agreement (Attachment A) are identified within the Agreement and will be conformed at contract execution.

Attachments:

- Attachment A: AIA A104-2017 Tulalip Standard Form of Agreement with Design-Build, including Exhibits A and D, and the Supplementary Conditions (Exhibit P) as a separate document: *Contract documents, not returned with the proposal*
- Attachment B: Owner's Project Requirements (OPR) (becomes Exhibit J to the Agreement): *Reference for the proposal*
- Attachment C: Performance Requirements (becomes Exhibit K to the Agreement): *Reference for the proposal*
- Attachment D: Proposal Form: **Submit with proposal**

- Attachment E: Fee Matrix: **Submit with proposal**
- Attachment F: Existing Building Plans (F.1 through F.5): *Reference only*
- Attachment G: Contractor Code of Conduct: *Project record document, executed at contract signing*
- Attachment H: Affidavit of Non-Collusion: *Project record document, executed at contract signing*
- Attachment I: Certificate of Compliance: *Project record document, executed at contract signing*
- Attachment J: Certificate of Non-Discrimination: *Project record document, executed at contract signing*
- Attachment K: Debarment Certification: *Project record document, executed at contract signing*
- Attachment L: Proposal Checklist: *Reference for the proposal*
- Attachment M: Scope of Work: *Reference for the proposal*

AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «_____ » day of «_____» in the year «202___»
(In words, indicate day, month and year.)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BETWEEN the Owner:
(Name, legal status, address and other information)

«The Tulalip Tribes of Washington
6406 Marine Dr.
Tulalip, WA 98271»

If not specifically listed as "Owner" in this Agreement, The Tulalip Tribes of Washington shall be considered an Owner-Related Party.

and the Contractor:
(Name, legal status, address and other information)

«[Insert]
[address]»

for the following Project:
(Name, location and detailed description)
«Hibulb Cultural Center Mechanical System Replacement
6410 23rd Avenue NE, Tulalip, WA 98271»

The Architect:
(Name, legal status, address and other information)

«N/A. Design services are provided by the Contractor under Exhibit D.
»

The Owner may perform some of the obligations of the Architect for the purposes of this Agreement. In such instances, reference to the "Architect" shall mean "Owner or Architect."

The Owner and Contractor agree as follows.

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ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[«X»] A date set forth in a Notice to Proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

«The date Contractor physically begins Work at the Project. »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement. Any design and engineering Work (pre-construction services) being completed by the Contractor shall be performed in accordance with and subject to the terms and conditions of this Agreement. Such pre-construction services are set forth in **Exhibit D**.

§ 2.1.1 If the box for "Notice to Proceed" is checked, the Contractor shall commence Work within _____ (___) days of receipt of a Notice to Proceed issued by the Owner, and issuance of the first, partial, or full permit for construction.

§ 2.2 The Contract Time shall be measured from the date of commencement. All times stated in this Contract with regard to completion of the Work by Contractor are of the essence. Contractor agrees that the above stated times are reasonable for performing and completing the Work and any delays will result in damages to the Owner.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: the date established in the GMP Amendment (Exhibit O)

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 2.3.3 The Contractor shall achieve Final Completion within thirty (30) days of the Substantial Completion Date set forth above, subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 2.3.4 If the Contractor fails to achieve Substantial Completion or Final Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

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ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section 3.2 below

[«X»] When the Contractor is providing Preconstruction Services or Design-Build Services, in accordance with Section 3.3 below

[«X»] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 Stipulated Sum. Not Used.

§ 3.3 Preconstruction Services or Design-Build Services

§ 3.3.1 When the Contractor is providing Preconstruction Services or Design-Build Services, the Contract Sum shall be based upon the following:
(Check the appropriate box(es).)

[X] A stipulated amount for design and pre-construction phase services, in accordance with Section 3.3.2.1 below

[ ] Hourly to a Not to Exceed amount for design and pre-construction phase services, in accordance with Section 3.3.2.2 below

[X] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below, once the GMP Amendment as set forth in Section 3.3.3 has been executed

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below. GMP is established at the execution of this Agreement. No GMP Amendment will be executed.

§ 3.3.2.1 Stipulated Sum for Pre-Construction or Design Services. For all design phase and pre-construction services through completion of Construction Documents, the Owner shall pay the Contractor the Stipulated Sum of _____Dollars and _____ Cents ($_____), subject to authorized adjustments as provided in the Contract Documents.

§ 3.3.2.2 Hourly to a Not-To-Exceed Amount for Pre-Construction or Design Services. For design phase and pre-construction services through preparation of the Construction Documents for the GMP Proposal, the Owner shall pay the Contractor hourly, at the rates set forth in Exhibit F, up to the Not to Exceed amount of _____Dollars and _____ Cents ($_____), subject to authorized adjustments as provided in the Contract Documents.

§ 3.3.3 The Guaranteed Maximum Price Will be Established after Execution of this Agreement

The Contractor shall submit a Guaranteed Maximum Price Proposal (GMP Proposal) for the Work to the Owner, which must include all of the following:

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.1 An itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Contractor's Fee, and other items that comprise the Guaranteed Maximum Price.

.2 A schedule of alternates, if any, which are described in the Contract Documents, and their respective prices along with the deadline by which each such alternate must be accepted by the Owner.

.3 A schedule of Unit Prices, if any.

.4 The Construction Documents, which are set forth in detail and attached to the GMP Proposal.

.5 A list of assumptions and clarifications made by Contractor in the preparation of the Guaranteed Maximum Price.

.6 If applicable, a list of allowances items, allowance values, and a statement of their basis. All unused allowances shall revert to the Owner, and the Guaranteed Maximum Price shall be reduced by that unused amount. The Contractor shall separately account for allowances in each Application for Payment.

7 If applicable, a statement of Additional Services that may be performed, but which are not included in the Guaranteed Maximum Price and which, if performed, shall be the basis for an increase in the Guaranteed Maximum Price and/or Contract Time.

.8 Any and all costs authorized and incurred by signed Letters of Authorization by Owner preceding the execution date GMP Amendment, are to be included in the Guaranteed Maximum Price.

.9 The scheduled Substantial Completion Date upon which the Guaranteed Maximum Price is based, to the extent said date has not already been established under Section 2.3, and a schedule upon which the scheduled Substantial Completion Date is based.

.10 The time limit for acceptance of the GMP Proposal.

.11 A detailed scope of work restating the Work as developed during design and agreed by the Owner, based on the scope of work in the Owner's RFQ/P, which shall be attached to the GMP Amendment.

§ 3.3.3.1 Review and Adjustment to the GMP Proposal

After submission of the GMP Proposal, Contractor and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Contractor of such comments or findings. If appropriate, Contractor shall, upon receipt of the Owner's notice, make appropriate adjustments to the GMP Proposal.

§ 3.3.3.2 Acceptance of the GMP Proposal

If Owner accepts the GMP Proposal, as may be amended by Contractor, the Guaranteed Maximum Price and its basis shall be set forth in a GMP Amendment to this Agreement.

§ 3.3.3.3 Failure to Accept the GMP Proposal

If the Owner rejects the GMP Proposal, or fails to notify the Contractor in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, the Owner shall have the following options:

.1 The Owner may suggest modifications to the GMP Proposal; whereupon, if such modifications are accepted in writing by Contractor, the GMP Proposal shall be deemed accepted and the parties shall execute a GMP Amendment to this Agreement incorporating the GMP Proposal as modified;

.2 The Owner may authorize the Contractor to continue to proceed with the Work on the basis of reimbursement for time and materials without a Guaranteed Maximum Price, in which case all references in this Agreement to Guaranteed Maximum Price shall not be applicable; or

.3 The Owner may terminate this Agreement in accordance with Section 20.3, provided that in no event shall Contractor be entitled to lost profit or Fee on Work not completed.

If the Owner fails to exercise any of the above options within 30-days of the date specified in the GMP Proposal, Contractor shall have the right to: (i) continue with the Work as if Owner had elected to proceed in accordance with Section 3.3.3.3.2 above, and be paid by Owner accordingly, unless and until the Owner notifies it in writing to stop the Work; or (ii) suspend performance of the Work.

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in **Exhibit A**, Determination of the Cost of the Work.

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§ 3.4.2 The Contractor's Fee:

§ 3.4.2.1 The Contractor's Fee shall be ____ (___%) of the Cost of the Work, as defined in **Exhibit A**. The Contractor's Fee is expressly understood to include, but is not limited to, any and all home office costs and overhead, margins, profit, and economic impact associated with the Project and the Work.

§ 3.4.2.2 No Contractor's Fee shall be applied to the costs of performance and payment bonds, the costs of insurance required to be obtained by Contractor, permit and plan review fees, the TERO fee, or on the value of Work attributable to errors, omissions or the fault of Contractor.

§ 3.4.2.3 The Contractor shall self-perform, with its own forces, at least eighty percent (80%) of the Cost of the Work, excluding (a) materials and equipment, (b) bonds, insurance, permit fees, and the TERO fee, (c) design services, (d) the work performed by Salish Networks, and (e) the work of the independent testing, adjusting and balancing (TAB) firm required by Exhibits J and K. Self-performed Work includes preconstruction services, project management, supervision, installation labor, commissioning support, and Owner training. Work by others requires the Owner's prior written approval. Amounts for overhead and profit on Work self-performed by the Contractor may not exceed Contractor's Fee set forth in this Agreement. Small tools, consumable supplies, safety supplies and PPE are not added to labor rates. They are carried in the GMP as the percentage of self-performed craft labor stated in the Contractor's Fee Matrix and are reimbursed at actual cost up to that amount (Exhibit A, Section A.1.5.1).

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed «the amount established in the GMP Amendment (Exhibit O), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price or GMP. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 3.4.3.1.1 Should the Contractor become aware of cost saving opportunities during the performance of the Work, he shall so advise the Owner in writing in order to provide the Owner the option to minimize the final Cost of the Work. Examples include, but are not limited to, vehicles, equipment or tools purchase versus rental, resale of structural preload materials or surplus or recyclable consumable materials or supplies.

§ 3.4.3.1.2 The GMP includes a Construction Contingency in the amount established in the GMP Amendment. The Contractor may, upon prior written authorization by the Owner before incurring the cost or performing the work, apply an amount up to the Construction Contingency towards cost overruns, circumstances in which actual cost of an item exceeds the amount allocated to such item in the GMP, warranty costs prior to final completion and all costs allowed by this agreement. The Contractor shall provide the Owner with Monthly accounting of the Construction Contingency. Any funds left over from Construction Contingency and allowances shall be returned in its entirety to the Owner and not be part of the shared savings pool.

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4.3.3 Unit Prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

« »

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§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

« »

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner may, in its sole and absolute discretion, authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and any such revised Contract Documents.

§ 3.5 Liquidated Damages, if any:

§ 3.5.1 Contractor acknowledges and agrees that in the event Contractor fails to complete the entire Work by the Substantial Completion Date, Owner will incur significant damage resulting from Owner's inability to use the completed Work. The parties agree that the amount of Owner's damages arising solely from such delay are difficult to ascertain and, therefore, should Contractor fail to complete the entire Work by the Substantial Completion Date, and such delay is not caused by the failure of Owner to fulfill its obligations under this Agreement, Contractor agrees to pay Owner as liquidated damages for such delay the amount per calendar day established in the GMP Amendment (Exhibit O) from the Substantial Completion Date until such Work is complete. For purposes of assessment of liquidated damages, Substantial Completion is determined under Section 3.5.3.

§ 3.5.2 Contractor shall achieve Final Completion within thirty (30) days of Substantial Completion. Should the Contractor fail to achieve Final Completion as set forth herein and such delay is not caused by the failure of the Owner to fulfill its obligations under this Agreement, Contractor agrees to pay Owner as liquidated damages for such delay the amount per calendar day established in the GMP Amendment (Exhibit O) from the date Final Completion was required until such Work is finally complete, which is agreed to be a reasonable approximation of the damages that Owner would sustain if Final Completion is delayed.

§ 3.5.3 For purposes of assessment of liquidated damages under this Section, the Contractor will be considered to have achieved Substantial Completion of the entire Project Work upon the later of the following: (1) the Owner's Representative's issuance of a Certificate of Substantial Completion for the entire Work and final inspection and sign off of the permits for the Work by the authority having jurisdiction; (2) when the Work has passed all testing, commissioning, and inspections required by the appropriate authority having jurisdiction; and (3) when the Owner has beneficial use of the Work.

§ 3.5.4 Such liquidated damages shall not preclude Owner from declaring Contractor in default of this Agreement on account of such delay, nor shall it preclude Owner from pursuing any other remedy (including, without limitation, damages) for Contractor's default or breach of any other term or condition of this Agreement. With respect to any liquidated damages due Owner from Contractor, Owner may deduct and retain such amounts from any payments due contractor, and if such amounts due Contractor are not sufficient to satisfy Contractor's obligations to Owner, Contractor shall pay such excess to Owner promptly upon demand. This Section 3.5 shall survive termination of this Agreement. Should a court of competent jurisdiction find that an assessment of liquidated damages to be unenforceable or unavailable under applicable law, any waiver of consequential damages included in this Agreement shall be void and Owner shall be entitled to its actual damages.

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ARTICLE 4 PAYMENT

§ 4.1 Progress Mobilization, Insurance, and Logistics Payments

§ 4.1.1 Based upon the approved Applications for Payment submitted to the Architect or Owner's Representative by the Contractor and Certificates for Payment issued by the Architect and/or Owner's Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. If the Project does not have an Architect performing Construction Contract Administration, Applications for Payment shall be submitted to the Owner's Representative, who shall fulfill the role of Architect with regard to reviewing, processing, and approval or denying Applications for Payment.

§ 4.1.2 Provided that a draft Application for Payment is received by the Architect as provided for this Agreement and a final Application for Payment is received by the Architect and/or Owner's Representative not later than the last day of the month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect and/or Owner's Representative after the date fixed above, payment shall be made by the Owner not later than one calendar month after the Architect and/or Owner's Representative receives the Application for Payment.

§ 4.1.3 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work.)

«Five percent (5%). Retainage shall be paid with Owner's final payment. »

§ 4.1.4 No progress payments, nor final payment, nor any partial or entire use or occupancy of the Work by Owner, nor any other act or failure to act, shall constitute acceptance of any Work not in accordance with the Contract Documents. Contractor acknowledges that Owner may commence occupancy of portions of the improvements prior to Substantial Completion, which occupancy shall not be deemed an acceptance of the Project or any aspect of the Work, a waiver of any of Owner's rights hereunder or a release of Contractor of any duties or obligations hereunder with respect to the Work.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or if otherwise required by applicable law, at the legal rate prevailing required at the place where the Project is located.

«Five percent » (5%) «per annum »

§ 4.1.6 Progress Payments for Pre-Construction Services or Design Work – Stipulated Amount.

§ 4.1.6.1 Applications for Payment for the design and preconstruction services compensated by the stipulated amount under Section 3.3.2.1, before execution of the GMP Amendment, shall be based on the percentage of completion of each portion of those services, as shown on a schedule of values for the design and preconstruction services approved by the Owner. With each Application for Payment, the Contractor shall submit a report showing the percentage of completion of each portion of the services and any other evidence the Owner reasonably requires.

§ 4.1.6.2 The Owner and Contractor shall agree in writing upon (1) a mutually acceptable procedure for review and approval of payments to its architect, design consultants, and design-build subcontractors; and (2) the percentage of retainage held on agreements with design consultants and design-build subcontractors; and the Contractor shall execute agreements in accordance with those terms.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract, including all punch list items, except for the requirements, if any, which extend beyond final payment (including Contractor's warranty obligations to correct Work following Substantial Completion Date pursuant to Section 18.2);
- **.2** the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price (which the Owner may elect to audit); and

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.3 a final Certificate for Payment has been issued by the Architect and/or Owner's Representative or Owner in accordance with Section 15.7.1.

.4 the Contractor has submitted all close-out documents and materials to Owner, including, but not limited to, As-Built Drawings, O&M Manuals, Warranty Letters, final Lien Releases, finalized Building Permit, final approved Submittals, owner Stock Material (if applicable), etc.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the Contractor has fully performed the Contract, including the requirements in Section 15.6 and 15.7 and after completion of Owner's audit, if Owner elects to do so prior to final payment, except for the Contractor's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment and the presentation of a final invoice by the Contractor in compliance with the Contract Documents.

§ 4.2.3 In the event that Owner suffers any damages as a result of Contractor's actions, Owner shall be entitled to offset and withhold from the final payment of the Contract Sum due Contractor the amount of damages Owner has sustained and for any other reason allowed by appliable law. Such offset shall not exceed 150%, unless a lesser amount required by applicable law.

§ 4.3 Accounting Records. The Contractor shall keep full and detailed records concerning all aspects of the Work and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract in order to substantiate all costs incurred and in accordance with generally accepted accounting practices. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's project financial records and accounts relating to this Contract and the Work. The Contractor shall maintain during the project and shall be required to provide job cost transaction detail in a form compatible with Microsoft Excel. The Contractor shall maintain during the Project and shall be required to provide a Subcontractor tracking log that tracks the total contract value of all Subcontractors on the Project as compared to Subcontractor invoicing. The Contractor shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law. In this time period, the Owner may request copies of any portion of Contractor's financial books and records pertaining to the Project and/or elect to conduct an audit of such books and records. All such books and records of the Contractor must be made available for inspection and copying by Owner at an office of Contractor within ten (10) miles of the Project and will be subject to audit examination by the Project auditor designated by Owner. The cost of the audit will be paid for by Owner unless the audit reveals an overpayment by Owner of more than one-half percent (1%) in the reported Cost of Work, in which case the Contractor will pay for all costs associated with the audit.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.7, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration

[«X»] Litigation in a court as specified in Section 19.2

[« »] Other *(Specify)*

« »

§ 5.2 If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in this Article 6 and further described in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

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§ 6.1.1 The Agreement is this executed modified AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

Document	Title	Date	Pages
N/A			

§ 6.1.2 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« See **Exhibit I** »

§ 6.1.3 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« See **Exhibit I** »

§ 6.1.4 The Addenda, if any:

Number	Date	Pages
[insert]		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.5 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

Exhibit A - Determination of the Cost of the Work (check box if used) ☐ (*not necessary for lump sum projects*)
Exhibit B – Contract Price Summary
Exhibit C – Assumptions and Qualifications
Exhibit D – Contractor's Pre-Construction or Design-Build Scope of Services
Exhibit E – Project Schedule
Exhibit F – Labor/Trade Rates
Exhibit G – Contractor's Equipment Rates
Exhibit H – Approved Pay Application Format
Exhibit I – Design Documents (Drawings and Specifications)
Exhibit J – Owner's Project Requirements (RFP Attachment B)
Exhibit K – Performance Requirements (RFP Attachment C)
Exhibit M – Contractor's and Subcontractor's Lien Forms
Exhibit N – List of Design-Build or Pre-Construction Services Consultants and Subcontractors
Exhibit O – GMP Amendment Form
Exhibit P – Supplementary Conditions to AIA A104-2017 (Tulalip Standard Form with Design-Build)
Exhibit Q – Owner's Request for Qualifications and Proposals (RFQ/P) (the RFQ/P document only. Its attachments are Contract Documents only where listed in this Section 6.1.5. RFP Attachment M, Scope of Work, is not a Contract Document.)
Exhibit R – Contractor's Proposal, excluding any terms and conditions set forth therein

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

«»

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§ 6.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based upon the following priorities in descending order:

.1 Contract Modifications or Change Orders;

.2 Articles 1 through 5 of this Agreement;

.3 Approved revisions and addenda, with those of a later date taking precedence over those of earlier date or original documents;

.4 Where payment is based upon the Cost of the Work, Exhibit A.

.5 When Design-Build or Preconstruction Services are provided under Section 3.3, Exhibit D;

.6 the Supplementary Conditions to this Agreement, attached as Exhibit P;

.7 the General Provisions, set forth in Articles 7 through 21 below;

.8 the Performance Requirements, attached as Exhibit K, and then the Owner's Project Requirements, attached as Exhibit J;

.9 Drawings and Specifications or within either document not clarified by Addendum (provided, however, that in the case of conflict or ambiguity, the Drawings shall govern Specifications for quantity, arrangement, details and location, and the Specifications shall govern Drawings for materials, quality, workmanship, installation, and performance); then

.10 All other Exhibits to this Agreement.

In the event of a conflict or ambiguity that is not resolved by the order of precedence above, the Contractor shall (i) provide the best quality and the most reasonable quantity as applicable; and (ii) follow the stricter standard requiring the greatest measure of performance on Contractor. Work described in the Specifications that is not specifically located on the Drawings is nonetheless include in the Work. Items reasonably inferred from the Drawings but not in the Drawings shall be deemed part of the Drawings. In conflicts between the Drawings and Specifications, the Drawings shall govern the Specifications for quantity and location; the Specifications shall govern the Drawings for quality and performance. Figured dimension govern scale dimension, and large-scale Drawings govern small scale Drawings.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents and exhibits listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect and/or Owner's Representative or Owner. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional

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services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications, and Other Instruments of Service

§ 7.5.1 Except as may be set forth otherwise in the agreements between Owner, the Architect and any Architect consultants, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, General Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Any Instruments of Service prepared or created by Contractor or its Subcontractors shall be jointly owned by Owner and Contractor, and Contractor shall execute any transfer of ownership documents evidencing such co-ownership. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any of the Contractor's, Architect's, Architect's consultants', or Owner's reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, and if applicable, the Architect and the Architect's consultants.

§ 7.5.3 The Owner, through the Architect, may from time to time make certain base documents, including BIM or other 3D-models ("Building Information Model"), available in conventional or electronic media form to the Contractor and its Subcontractors and consultants for use in preparing shop drawings and submittals or in providing professional design services, delegated design services, or certifications required under the Contract Documents. Base documents shall be issued for recipient's convenience only. Such base documents are not Contract Documents, are not intended for use in construction, and may be used only at the user's risk subject to the Architect's reasonable restrictions, waivers, releases, and disclaimers.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance

The Architect will prepare protocols governing the BIM Design Model, which will outline the level of development at various design milestones of the Project, authorized uses of the BIM Design Model, and requirements for archival. The Contractor shall timely communicate as-built and as-existing conditions of the building so that the information can be incorporated into the BIM Design Model. The Contractor shall produce its own BIM model and will coordinate the work of its Subcontractors, design-build/delegated design Subcontractors, and deferred submittal Subcontractors via comprehensive BIM modeling, clash detection, and other means and methods that assign the location of project elements. The Contractor and Architect shall endeavor to agree on a plan for transferring the Design BIM Model to the Contractor and Contractor shall sign and execute Architect's standards electronic release form prior to receipt or use of the Design BIM Model or any CADD files prepared by the Architect, Architect's Consultants, or Owner's Consultants. Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in writing, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by certified mail, by courier, or overnight delivery service, or as otherwise set forth below:

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified mail, or by courier or overnight delivery service providing proof of delivery. If notice is sent by certified mail, it shall be deemed delivered at the later of three business days after deposited in the mail or upon receipt by the party to whom the notice is addressed.

§ 7.10 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and/or Owner's Representative and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 7.11 Confidentiality

§ 7.11.1 The Contractor shall maintain the confidentiality of information of the Owner and Owner-Related Entities, unless withholding such information would violate the law, create the risk of signification harm to the public, or prevent the Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall provide sufficient prior written notice to Owner prior to making any such disclosure of confidential information. Contractor shall require similar agreements to maintain the confidentiality of information of the Owner and Owner-Related Entities in all subcontracts at any tier.

§ 7.11.2 Contractor shall not disclose, either directly or indirectly, data and information of Owner, its account holders or employees or residents, which Contractor may come into contact with in performing the Scope of Work; unless, the information is already in the public domain, is court ordered, or is authorized in writing. The provisions stated herein shall survive termination of this agreement. Contractor shall fully disclose any breach in security resulting in unauthorized intrusion of the Contractor's records, or the Owner's confidential material that is under the control of the Contractor, that may materially affect the Owner or its customers or employees; when the intrusion occurred, the potential effect on the Owner or its customers or employees or residents; and corrective action to respond to the intrusion.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Any errors reasonably known to, or identified by, the Contractor shall promptly be brought to the attention of Owner and Contractor shall have no right to rely thereon. The Contractor shall verify utilities locations prior to commencing the Work. The Contractor shall assume that the locations of any hidden utilities, plumbing, or electrical runs indicated in the surveys or Contract Documents are shown in approximate locations only, and the Contractor is responsible for making all utility location checks.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities and shall provide such reasonable assistance as the Contractor may request in securing such documents. Should any re-testing or re-inspection of work be required due to the Contractor for any reason, the cost of such work, or costs of any schedule delay resulting therefrom, shall be paid for by the Contractor and shall not increase the Contract Sum.

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§ 8.1.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall verify utilities locations prior to commencing the Work. The Contractor shall assume that the locations of any hidden utilities, plumbing or electrical runs indicated in the surveys or Contract Documents are shown in approximate locations only, and the Contractor is responsible for making all utility location checks.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Owner shall not be responsible for costs associated with stopping Work.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor may, pursuant to Section 15.4.3, include withholding or nullifying a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's or any other consultant's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect and/or Owner's Representative, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21. The rights of the Owner under this Section 8.3 and elsewhere in this Agreement shall not give rise to a duty on the part of the Owner to exercise the right, and shall not excuse any default by Contractor.

§ 8.4 No Waiver of a Right

All waivers of any right under this Contract by Owner must be made in writing, and the failure of Owner at any time to require Contractor's performance of any obligation under the Contract Documents shall not affect the right subsequently to require performance of that obligation. Any waiver of any breach of any provision of this Agreement by Owner shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of any other provision.

ARTICLE 9 CONTRACTOR

§ 9.0 Pre-Construction or Design Build Services

If the Contractor is providing Pre-Construction or Design-Build Services for this Project, the scope of those services shall be set forth in **Exhibit D**. To the extent the Contractor is providing Design-Build Services, the term "Work" shall also include all design services required to fulfill the Contractor's obligations under the Contract Documents, and includes without limitation providing all stamped design Drawings and Specifications. In such instances, all reference to Drawings and Specifications in this Agreement shall refer to the Drawings and Specifications produced by the Contractor. To the extent the Contractor is providing Design-Build Services, the term "Project" shall also include the total design and construction of the Work, and may include design and construction by the Owner.

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor shall visit the site during construction in order to measure the as-built conditions, including in all rough-ins, and verify that such as-built conditions will accommodate the equipment to be provided and installed. No adjustment to the Contract Time shall be made on account of Contractor's failure to acquaint himself with conditions of the Site which are evident or discoverable through normal preconstruction diligence. Contractor shall provide notice to Owner of any adjustments or modifications to the as-built conditions that are necessary for the proper performance of Contractor's Work, including installation and connection of equipment.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information

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furnished by the Owner pursuant to Section 8.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents, except for any systems which are designed (design-build, deferred submittal, delegated design, or other) by the Contractor and or its Subcontractors; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies, or omissions, or variances from applicable laws, codes, or regulations, discovered by or made known to the Contractor as a request for information in such form as the Architect, Owner's Representative, or Owner may require and sufficiently in advance of the planned work to allow for a response prior to the day the work is to be performed, except for any systems which are designed (design-build, deferred submittal, delegated design, or other) by the Contractor and or its Subcontractors which shall be directed to such Subcontractors. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Incorporation of any design work performed or prepared by Contractor or its Subcontractors (including delegated design, design-build, or deferred submittals) into the Construction Documents by the Owner or Architect for the purpose of permitting or providing the Contractor with a complete set of Construction Documents for the Project shall not relieve the Contractor of its responsibility for such design services.

§ 9.1.3 Except for any delegated design, deferred submittals or design-build services or as part of its obligations during preconstruction services, the Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and/or Owner's Representative any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect and/or Owner's Representative may require.

§ 9.1.4 If the Contractor performs any construction activity and knows or, using due care, should have known that the Contract Documents contained an error, inconsistency or omission, the Contractor shall be responsible for the performance of, and shall bear the cost and time for, its correction.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and/or Owner's Representative and shall not proceed with that portion of the Work without further written instructions from the Architect and/or Owner's Representative. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences, or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences, or procedures.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors. Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities.

§ 9.2.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 9.2.4 Prior to the commencement of construction, Contractor shall prepare and obtain the Owner's approval of a construction site management plan, which will take into account requirements contained in the Specifications, and the Owner's requirements and restrictions concerning access and parking for construction personnel, maintaining access into the building, guidelines for interacting with employees and residents (see **Exhibit C**), staging areas and material delivery times, traffic flow requirements of the Owner and local government authorities, and work hours, among other things.

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§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, phone, cable, internet, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work until Substantial Completion and turnover of the Work to the Owner.

§ 9.3.2 The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor's obligations under Article 9 shall include, without limitation, the obligation to pay all Subcontractors and any other person or entity having construction lien rights regarding the Project due to their performance of the Contractor's obligations under the Contract and in accordance with all applicable prompt payment statutes. The Contractor agrees to keep the Project and the Project site free and clear of any and all such lien claims filed by any person or entity at any tier performing the Work or the Contractor's obligations under the Contract, excluding any lien filed by Contractor.

§ 9.3.3 The Contractor agrees to indemnify, hold harmless, reimburse and defend (with counsel approved by the Owner) the Owner, General Contractor, and any other person or entity with an interest in the Project or Project site from, for and against any and all liens referenced in Section 9.3.2, actions, suits or proceedings relating to such liens, and any and all related costs and expenses incurred by the Owner, including without limitation attorneys' fees.

§ 9.3.4 Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.5 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and/or Owner's Representative, if any, and in accordance with a Modification.

§ 9.4 Warranty

§ 9.4.1 The Contractor warrants to the Owner and Architect and/or Owner's Representative that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will be performed in a workmanlike manner, and will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. Warranties provided herein are in addition to rights and remedies provided by law and nothing in this Section 9.4 shall be construed to vitiate, void, limit, or adversely affect any rights or remedies otherwise available to Owner by law.

§ 9.4.2 The Contractor further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. If the Owner attempts to enforce a claim based upon a manufacturer's or supplier's warranty and such manufacturer or supplier refuses to honor such warranty based, in whole or in part, on a claim of defective installation by the Contractor, the Contractor shall be responsible for any resulting loss or damage incurred by the Owner as a result of the manufacturer's or suppliers' refusal to honor such warranty. The Contractor's obligations under this Section shall survive the expiration or earlier termination of the Contract.

§ 9.5 Taxes

No sales, consumer, use and similar taxes, including any state or local B&O taxes, shall be passed through to the Owner or included in the Contract Sum or in Contractor's fee, nor shall Owner reimburse such costs. Contractor shall provide reseller permits to all Subcontractors who are purchasing materials or providing Work on the Project.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit. The Contractor shall secure and pay for any other permits, fees, licenses, and inspections by government agencies necessary for

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proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. No Fee shall be charged on the building permit.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, including the TERO Code, applicable to performance of the Work, including but not limited to ADA regulations. Contractor shall include reasonable tolerances in construction with regard to ADA and/or FHA (as applicable) regulations to ensure that as-built conditions comply with all such accessibility codes and regulations. The Contractor shall require its Subcontractors and Design-Build Subcontractors, such as mechanical, electrical, and plumbing (MEP), and Subcontractors responsible for delegated design and/or deferred submittals, to coordinate with Architect to ensure that their design and work meet accessibility requirements). If the Contractor performs Work it knows or reasonably should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear all costs and damages attributable to correction, including without limitation any fines or penalties assessed.

§ 9.6.3 Native American Preference. The Contractor is aware the Tulalip Tribes Board of Directors has the authority to require those employers subject to Tulalip Tribal Code Chapter 9.05 (TTC Chapter 9.05) and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting and must comply with the TTC Chapter 9.05 and the rules, regulations and orders of the TERO Commission. The preference requirements contained in the TTC Chapter 9.05 shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting subcontract specifications.

§ 9.6.3.1 The Contractor and all Subcontractors shall give preference in the hiring of qualified Native Americans or Native American owned businesses ("Tribal") to carry out all activities under the Contract in the order of preference stated in TTC 9.05.100, as amended. Contractor shall provide the Owner with a written report on a monthly basis that provides information concerning the numbers of tribal workers hired for the Work by Contractors and Subcontractors. The Contractors, Subcontractors, and Suppliers shall comply with all TERO regulations and ordinances, including the payment of all applicable taxes and fees. The Contractor shall pay the TERO fee under TTC 9.05.220, and any change order fee under TTC 9.05.230, directly to the TERO Department. The TERO fee is a Cost of the Work under Exhibit A. The Contractor shall include the provisions of Section 9.6.3 in this Agreement in the contracts with all of its Subcontractors and Suppliers.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents and identify any contingencies for Work not fully defined by the Construction Documents included within the Contract Sum. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered to the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, for overhead and profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, within five (5) days after being awarded the Contract, shall submit for the Owner's, General Contractor's, and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be submitted in updated form with Contractor's monthly payment applications, shall be revised at appropriate intervals as required by the conditions of the Work and Project to demonstrate the Project will be completed within the Contract Time, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall work with the Owner and General Contractor to make revisions to its construction schedule.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect and/or Owner's Representative.

§ 9.9 Submittals & Construction Schedule

§9.9.1 The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule ("Schedule") for the Work in MS Project or similar. The Schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates ("Milestone Dates"), duration, percentage complete, and the date of Substantial Completion; (2) an

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apportionment of the Work by construction activity; (3) the time required for completion of each portion of the Work; (4) logic / logic ties; and (5) float. The Schedule shall provide for the orderly progression of the Work to completion, shall not exceed time limits current under the Contract Documents, and shall be submitted in updated form with Contractor's monthly payment applications. The Schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project to demonstrate the Project will be completed within the Contract Time, shall maintain the same logic as originally accepted by the Owner in the Schedule, shall resolve any conflict between actual work progress and schedule logic, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. When out of sequence activities develop because of actual construction progress, Contractor shall submit revisions to schedule logic to conform to current job status and directions, without changing the Construction Schedule activity identification or Contract Time. In no event shall Contractor be entitled to an adjustment of the Contract Sum for non-realization of an anticipated early completion prior to the Contract Time. Contractor shall provide Owner with an electronic version of the original Construction Schedule, including all subsequent electronic schedule revisions and updates (by disk or CD), created without any password protection, in a format approved by Owner. Such schedules shall be capable of being fully reviewed and inspected by the Owner and Owner's Representative. Upon review and approval by the Owner of the Milestone Dates, the Construction Schedule shall be deemed part of the Contract Documents. If not accepted for reasonable cause, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and Architect and resubmitted for acceptance.

§ 9.9.2 The Owner may authorize construction activities to commence prior to completion of the Drawings and Specifications. If the Drawings and Specifications require further development at the time an initial construction schedule is prepared, the Contractor shall (1) allow time in the schedule for further development of the drawings and Specifications by the Architect, including time for review by the Owner and the Contractor and for the Contractor's coordination of Subcontractor's Work, and (2) furnish to the Owner in a timely manner information regarding anticipated market conditions and construction costs; availability of labor, materials and equipment; and proposed methods, sequences and time schedules for construction of the Work.

§ 9.9.3 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Owner and Architect and/or Owner's Representative reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect and/or Owner's Representative that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. The Contractor shall be solely responsible for errors or omissions in all submittals and Shop Drawings, whether or not the submittals and Shop Drawings have been reviewed or approved by the Architect or Owner.

§ 9.9.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.5 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities (such as design-build, delegated design, or deferred submittals). If professional design services, design-build, deferred submittals, delegated design services, or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. Contractor shall participate in a preconstruction meeting with the Architect to review the delegated design, design-build, and deferred submittal services required by the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, and in a manner such that these systems are functioning and properly integrated into the remainder of the Work. Contractor shall require its Design-Build and Delegated Design Subcontractors to coordinate their construction documents, drawings, and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect and/or Owner's Representative will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's or Owner's Representative's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect and/or Owner's Representative will approve,

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or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals. Neither Architect nor Owner shall be required to review or verify any such computations or designs for compliance with applicable laws, statutes, ordinances building codes, or rules and regulations.

§ 9.9.6 Recovery Plan. In the event that the Owner reasonably determines that Contractor is two (2) weeks (or more) behind the approved Schedule, Contractor shall promptly furnish to Owner at its own cost and expense, a Recovery Schedule, which depicts the Contractor's plans and measures the Contractor will take for achieving the completion of the Work in accordance with the Contract Time. Such measures may include an increase in: (a) the number of construction workers, equipment, materials, (b) in the number of shifts, (c) use of overtime operations, (d) supplement any lagging crew or sub-trade, or (e) re-sequencing Work. If the Contractor desires to carry on Work at night or outside the normal working hours the Contractor must obtain approval from the appropriate jurisdiction (refer to City rules governing this work). Owner has the right to direct Contractor to take such measures, and other reasonable acceleration measures deemed necessary by Owner. Prior to accelerating its forces, the Contractor shall submit to the Owner and Architect such supplementary schedule or schedules to demonstrate the manner in which the agreed rate of progress will be regained and the anticipated costs of such acceleration. The Contractor's Recovery Schedule shall be subject to reasonably approval of the Owner. Contractor will be entitled to an extension of time, as provided elsewhere in this Agreement, only if Owner approves of the extension and adjustment through the Change Order process. Providing a Recovery Schedule as set forth in this Paragraph shall not be deemed as notice of any delays. All notice of delays must comply with Article 21. For delays that are not excusable under the terms of this Agreement, any and all costs related to delays, or the costs of any acceleration, disruptions, or inefficiencies due to such delay(s) shall be borne by the Contractor. Contractor's refusal to make reasonable efforts to complete the Work within the Contract Time is a material breach of this Agreement and a basis for Owner terminating Contractor for cause.

§ 9.9.7 The Contractor shall manage savings realized in the performance of activities and events detailed in the Schedule for the overall benefit of the Project. In the event that Contractor is ahead of schedule with respect to certain activities or events detailed in the Schedule, such time savings shall benefit Owner and shall not work to allow additional time for the completion of other activities or events.

§ 9.9.8 Owner's and Architect's review, comment, and/or approval of the Contractor's Construction Schedules, updated schedules, or Recovery Schedule(s) shall not constitute a change of any portion of the Work or the Schedule or relieve Contractor of any of its obligations. Failure of the Contractor to include any element of the Work required by the Contract Documents in its construction schedules shall not relieve the Contractor from completing the Work in full accordance or compliance with the Contract Documents. The Contractor alone shall remain responsible for the workflow and schedule logic, how early to start activities, adjusting forces, equipment, and work schedules to ensure completion of the Work within the time(s) specified in the Contract.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Contractor shall also comply with all of Owner's and, where applicable, General Contractor's rules and regulations, respecting the Site/Building and shall confine its operations at the Site to only those areas permitted by the Owner.

§ 9.10.1 The Contractor shall send proper notices, make all necessary arrangements, and perform all other services required in order to protect and maintain all marked, identified, locatable, or known public entities such as fire lines and hydrants, electric, gas, water lines, sewer pipes, mechanical systems, and all other items of this nature, and assume all responsibility and pay all costs and damages for which the Owner may be liable if said services are interrupted by actions of the Contractor or subcontractor.

§ 9.10.2 The Contractor shall bring and store on the Project site only materials and equipment which are to be used directly in the Work. After such equipment is no longer required for the Work, it should be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and other similar occurrences are solely the responsibility of the Contractor and the Contractor shall mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality. The Contractor shall not erect or permit the erection of any sign on the Project site without the prior written consent of the Owner, which consent may be withheld or revoked in the Owner's sole direction.

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§ 9.11 Not used.

§ 9.12 Cutting and Patching

§ 9.12.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise directed by the Contract Documents. Fitting of all materials shall be done to preserve the strength and durability of the material and to present a clean, well-worked appearance.

§ 9.12.2 The Contactor shall not damage or endanger a portion of its Work or fully or partially completed construction of the Owner or a Separate Contractors or the General Contractor by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor or the General Contractor, except with their written consent. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor or the General Contractor, its consent to cutting or otherwise altering the Work.

§ 9.13 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project; and shall properly disclose of waste materials. If a dispute arises among the Contractor, General Contractor, a Separate Contractor, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

§ 9.14 Access to Work

The Contractor shall provide the Owner and Architect and/or Owner's Representative with access to the Work in preparation and progress wherever located.

§ 9.15 Royalties, Patents, and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold the Owner, Owner-Related Entities, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect and/or Owner's Representative.

§ 9.16 Indemnification

§ 9.16.1 To the fullest extent permitted by law the Contractor shall defend, indemnify and hold harmless the Owner, Owner-Related Entities, the General Contractor, Owner's Representative, Architect, Architect's consultants, and the agents, members, affiliates, subsidiaries, employees, officers, principals, directors of any of them ("Indemnified Party") from, for, and against every kind and character of claims, damages, losses, actions, causes of action, liabilities, costs, fines, and expenses, (including but not limited to actual attorneys' and expert fees and costs, and costs and expenses of consultation, preparation, and review of claims and related documents and in enforcing the defense and indemnity obligations hereunder, and including those events covered by the blanket contractual liability coverage required under the Contract Documents) ("Loss"), arising out of, related to, or resulting from, or alleged to relate to or arise from: any act or omissions in the performance of the Work, including the work of all the Subcontractors and their employees or anyone for whom they are legally liable, provided that any such Loss is caused or contributed to, alleged to be caused or contributed to, in whole or in part by (i) the negligent, wrongful, or intentional act or omission of the Contractor, any Subcontractor, and their employees or the agent of any of them, or anyone for whose acts any of them may be liable, (ii) any determination by a court or agency that Contractor is not an independent contractor or that Owner or the General Contractor is the employer or joint employer of any of Contractor's or any Subcontractor's employees or personnel, (iii) any claim, action, suit or proceeding by Contractor or a Subcontractor's employees, including but not limited to worker's compensation, unemployment and wage-and-hour claims, (iv) any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, or (v) infringement of any patent rights, which may be brought against Owner arising out of Contractor's Work, regardless of whether or not such Loss is caused in part by a party indemnified hereunder.

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Contractor's obligation to defend, indemnify, and hold harmless under this Section applies regardless of whether or not such Loss is groundless, false, or fraudulent. The Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the indemnified party shall have the right, at its option, to participate in the defense of any such action without relieving the Contractor of any obligation hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person under the Contract Documents. The indemnification and defense provisions of this Agreement shall survive any termination of this Agreement.

§ 9.16.2 Notwithstanding the foregoing, to the extent any such Loss is a claim, damage, loss, or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property the Contractor's obligation to defend, indemnify, or hold harmless under Section 9.16 applies only to the extent such Loss arises out of the negligence or fault or, with regard to the duty to defend alleged negligence or fault, of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights, or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.16.

§ 9.16.3 In claims against any person or entity indemnified under this Section 9.16 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.16.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of the foregoing indemnification provision only Contractor and its Subcontractors specifically waive immunity it or they may be granted under applicable workers' or workmen's compensation act, including RCW Ch. 51.

§ 9.16.4 OWNER AND CONTRACTOR ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person under the Contract Documents. The indemnification and defense provisions of this Agreement shall survive any termination of this Agreement.

ARTICLE 10 ARCHITECT / OWNER'S REPRESENTATIVE

§ 10.1 The Architect or Owner's Representative will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect and/or Owner's Representative issues the final Certificate for Payment. The Architect or Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. To the extent Owner designates an Owner's Representative to administer the Contract, all of the obligations of the Architect in this Article 10 shall be performed by the Owner's Representative. The presence of the Architect, Owner, or Owner's Representative at the Site shall not in any manner be construed as assurance that the Work is completed in compliance with the Contract Documents, nor as evidence that any requirement of the Contract documents of any kind, including Notice, has been met or waived.

§ 10.2 Not Used.

§ 10.3 The Architect and/or Owner's Representative will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect and/or Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect and/or Owner's Representative will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect and/or Owner's Representative will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations

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from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect and/or Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect and/or Owner's Representative will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's and/or Owner's Representative's evaluations of the Work and of the Contractor's Applications for Payment, the Architect and/or Owner's Representative will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Owner has the same authority to reject Work, require inspection or testing, and reject Applications for Payment as does the Architect and/or Owner's Representative.

§ 10.6 The Architect and/or Owner's Representative has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect and/or Owner's Representative will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect may make recommendations to the Owner on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.

§ 10.9 No action, approval or omission to act by the Owner (including Owner's Representative) or Architect, or failure to advise Contractor as to any matter, shall in any way relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents. In reviewing the quality and progress of the Work and submittals received from the Contractor, the Architect and/or Owner's Representative is acting solely for the convenience of the Owner. Neither the Owner nor the Architect nor the Owner's Representative has any responsibility, duty, or obligation to the Contractor to assist the Contractor in the supervision or performance of the Work.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect and/or Owner's Representative of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect.

§11.4 Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the amount paid by Owner to Contractor on account of such Subcontractor's work, less the percentage retained and in accordance with any applicable prompt payment statutes. Contractor shall require each Subcontractor to make similar payments to its Sub-subcontractor.

§ 11.5 Each Application for Payment shall be accompanied by Contractor's release of lien claims and by similar releases of lien claims of all subcontractors and all material suppliers who were included in the Application for Payment in the form of

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Exhibit M. Application for final payment shall be accompanied by final waivers and final releases of liens from Contractor, subcontractors and material suppliers who have not previously furnished such final waivers and releases, in form of **Exhibit M**.

§ 11.6 Contingent Assignment of Subcontracts

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that (a) assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract. If the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract for the period after such acceptance. Upon assignment to the Owner under this Section, the Owner may further assign the subcontract to a successor contractor or other entity, who shall be legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements, but do not include utility providers or similar vendors or the General Contractor. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.1.1 Not Used. There is no General Contractor on this Project.

§ 12.2 The Contractor shall afford the Owner, the General Contractor, and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents. The Contractor understands that the General Contractor and Separate Contractors may be continuing work at the Project and agrees to provide access to the Separate Contractors and General Contractor as necessary to accommodate on-going construction activities.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to the General Contractor or a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of the General Contractor or a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized only by written Change Order signed by the Owner, and an authorized representative of Contractor, or by written Construction Change Directive signed by the Owner. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive. No additional work shall begin and no additional costs or time shall be incurred without Owner's prior written approval.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead, general conditions and profit (not to exceed 10% or Contractor's Fee, whichever is less), unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect and/or Owner's Representative will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Owner will prepare a Change Order. The execution of a Change Order shall constitute full satisfaction and a waiver of any and all claims by the Contractor arising out of, or relating in any way to, the Work to be performed or deleted pursuant to Change Order except as specifically described in the Change Order.

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§ 13.3 Within ten (10) days of first notification of a potential Change Order, unless otherwise agreed to in writing by Owner, Contractor shall provide an ROM (rough order of magnitude) estimate of the amount of the adjustment in Contract Time and/or Contract Sum/Guaranteed Maximum Price. Within fifteen (15) days of first notification of a potential Change Order, unless otherwise agreed to in writing by Owner, Contractor shall provide Owner with a final estimate of the amount of adjustment in Contract Time and/or Contract Sum/Guaranteed Maximum Price. Failure to give the amount of the adjustment or estimate thereof, as set forth in this Section, shall constitute an absolute and complete waiver, bar, and release of such right to seek an increase in Contract Sum/Guaranteed Maximum Price or Contract Time for Work related to or arising under any potential Change Order.

§ 13.4 Only the Architect or Owner may order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such an order for minor changes shall be in writing. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum/Guaranteed Maximum Price or Contract Time, the Contractor shall notify the Architect and Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and Owner that such change will affect the Contract Sum/Guaranteed Maximum Price or Contract Time, the Contractor waives any adjustment to the Contract Sum/Guaranteed Maximum Price or extension of the Contract Time.

§ 13.5 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents and that could not reasonably have been discovered by the Contractor, the Contractor shall promptly provide notice to the Owner and the Architect, if applicable, before conditions are disturbed and in no event later than two (2) business days after first observance of the conditions. The Architect or Owner will promptly investigate such conditions and, if the Architect or Owner determines that they differ materially and cause an increase or decrease in the time required for performance of any part of the Work, will recommend an equitable adjustment in the Contract Time. If the Architect or Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Contractor shall be notified in writing with the reasons. During the investigation, the Contractor and Owner will work together to prevent delays to other portions of the Work or other work on the Project as a result of such notice. If Contractor disputes the determination or recommendation, it may proceed as provided in Article 21.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date determined by the Architect or Owner's Representative in accordance with Section 15.6.3. The Contractor shall proceed expeditiously and shall achieve Substantial Completion within the Contract Time. The Contractor shall furnish sufficient forces and equipment, and shall work such hours, including night shifts, overtime operations, and weekend and holiday work as may be necessary to perform the Work in accordance with the date of Substantial Completion and the approved Contractor's Construction Schedule. If the Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) fails to meet the Contractor's Construction Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of works, shifts, overtime operations, or days of work, as a Cost of the Work within the Contract Sum and in accordance with the Contract Documents.

§ 14.5 Delays, Extensions of Time, and Force Majeure

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§ 14.5.1 Subject to the limitations and requirements set forth in this Section 14.5, if the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, the General Contractor, or of a Separate Contractor; or (2) changes ordered in the Work , then the Contractor shall be entitled to an equitable adjustment in the Contract Time for that portion of delay solely caused by such events, and may be entitled to an equitable adjustment in Contract Sum/Guaranteed Maximum Price, if the time of Contractor's performance is impacted due to such delays, provided the Contractor submits a Notice of Claim in accordance with Article 21. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it submits Notice of Claim in accordance with Article 21, but shall not be entitled to any adjustment in Contract Sum. When the Contract Time has been extended solely due to the fault or negligence of the Owner as set forth in this Section 14.5.1, charges to Owner for delay-related damages or compensation, if any, shall not exceed the lesser of (a) the average daily charge for general conditions over the course of the Project without the extension, or (b) Contractor's actual costs directly attributable to such delay ("Compensable Delay Damages").

§ 14.5.2 Subject to the limitations and requirements set forth in this Section 14.5, if the Contractor is delayed at any time in the commencement or progress of the Work by (1) unavoidable labor disputes, including strike or defensive lockout (which the Contractor has used all reasonable efforts to prevent and avoid); (2) delay in deliveries that are unusual or could not have been reasonably anticipated at the time the Agreement is executed; (3) unusual disruptions in the supply chain for materials and equipment that could not have been reasonably anticipated at the time the Agreement was executed and which the Contractor has used all reasonable efforts to prevent and avoid, including monitoring supply chain and proposing timely substitutions to mitigate any delays; (4) a Force Majeure Event as defined below; or (5), unavoidable casualties not caused by the Contractor or those under its control, and not otherwise specified herein, and that could not have been reasonably anticipated at the time the Agreement is executed, then the Contractor shall be entitled to an equitable adjustment to the Contract Time for that portion of delay solely caused by such events, but shall not be entitled to an adjustment in the Contract Sum/Guaranteed Maximum Price.

§ 14.5.2.1 As used herein, a Force Majeure Event is an event, circumstance or condition that was unforeseeable at the time the Agreement (or amendment setting Contract Sum or GMP) was executed and beyond the control of either party or their respective contractors, consultants, subcontractors, or suppliers at any tier below them, and are limited to following: (1) Acts of God or public enemy, including terrorism and malicious mischief, insurrection, or riot; (2) acts or omissions of any government entity; (3) natural fire, tornadoes, floods, hurricanes, landslides, earthquakes, tidal waves/tsunamis, blizzards, or other physical natural disasters; (4) quarantine, epidemic, or pandemic; and (5) Unusually Severe Weather Conditions.

§ 14.5.3 The Contractor shall be required to use best efforts to mitigate both the necessity of the delay and the period of the delay. If more than one event causes concurrent delays, and the cause of at least one of those events is a cause of delay that would not entitle Contractor to an extension of time, then to the extent of such concurrency, Contractor shall not be entitled to an extension of time. Such extension of Contract Time shall not be for any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor. No delay shall be recognized unless it extends the time required to complete a task that is on the Construction Schedule for the Project, and no delay shall be recognized unless it alone increases the overall critical path duration of the schedule in effect at the time of the delay.

14.5.4 Each and any claim relating to any request for time or alleging delay, including increased costs associated therewith, shall be made in accordance with applicable provisions of Article 21. Contractor's failure to provide Notice of Claim in accordance with Article 21 constitutes a complete waiver and absolute bar to any Claim associated with delay or alleged delay.

§ 14.5.5 Contractor's extension of Contract Time and Compensable Delay Damages, as outline in this Section 14.5, shall be the Contractor's sole remedy for any delay.

§ 14.5.6 "Unusually Severe Weather Condition" as used in this Agreement means weather that is more severe than the adverse weather anticipated for the Project Site during any given season. Unusually Severe Weather Condition as used in the prior sentence means the atmospheric conditions at the definite time and place, as measured by the National Climatic Data Center station closest to the Site, that are unfavorable to construction activities. Unusually Severe Weather Conditions must actually cause a delay to the completion of the Work and the critical path. The delay must be beyond the control and without the fault or negligence of the Contractor.

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§ 14.5.7 No Claim for delay shall be allowed the Contractor on account of the Architect's or Owner's failure to return drawings and shop drawings to the Contractor until the later of (i) ten (10) working days after Architect's receipt of a demand for such drawings or (ii) a reasonable time for review and comment after such demand for such drawings, and not then, unless such claim is just and allowable as provided above. Disapproval of incomplete or defective submittals shall not be a claim for delay.

§ 14.5.8 The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency or productivity; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar theories of damages.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect and/or Owner's Representative or Owner. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Not Used

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, The Contractor shall submit to the Architect and/or Owner's Representative an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect and/or Owner's Representative require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by the Contract Documents. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. The Application for Payment shall constitute a representation by the Contractor that except as otherwise specifically stated, there are no mechanics', materialmen's or laborers' liens or claims outstanding or known to the exist at the date of the Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application, and the waivers and releases have been obtained from the Subcontractors, Sub-subcontractors and suppliers that have provided the Contractor any pre-lien notice(s) or whom Contractor has actual knowledge has been on site for Work done and materials furnished.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 All materials and equipment related to the Work shall be shipped to and stored at a receiving warehouse. No materials or equipment shall be shipped directly to the Project site unless such has been coordinated directly with the General Contractor. The General Contractor shall not be responsible for the receipt or acceptance of any equipment or materials (including small wares). General Contractor will reject any shipments of equipment and/or materials should Contractor's personnel not be on site to receive, unload, handle, inspect, and store such equipment and materials. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If

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approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. Conditional and unconditional claim waiver and release of liens shall be provided by Contractor and all first-tier subcontractors and suppliers with each pay application.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect or Owner's Representative will, within ten business days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as is determined properly due, or notify the Contractor and Owner of the reasons for withholding certification in whole or in part as provided in the Contract Documents.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect and/or Owner's Representative to the Owner, based on the Architect's and/or Owner's Representative's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's and/or Owner's Representative's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect and/or Owner's Representative. However, the issuance of a Certificate for Payment will not be a representation that the Architect and/or Owner's Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect and/or Owner's Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's and/or Owner's Representative's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect and/or Owner's Representative is unable to certify payment in the amount of the Application, the Architect and/or Owner's Representative will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect and/or Owner's Representative cannot agree on a revised amount, the Architect and/or Owner's Representative will promptly issue a Certificate for Payment for the amount for which the Architect and/or Owner's Representative is able to make such representations to the Owner. The Architect and/or Owner's Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's and/or Owner's Representative's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- **.1** defective Work not remedied, 150% of the estimated value of such defective Work may be withheld, unless a lesser amount is required by applicable law;
- **.2** third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials, or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner, the General Contractor, or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** failure to carry out the Work in accordance with the Contract Documents; or
- **.8** any other reason for withholding allowed by the Contract Documents;

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Owner shall have the same rights of withholding as Architect and/or Owner's Representative. The Owner may also withhold a payment, in whole or in part, if the Contractor's Application for Payment seeks payment for a Change Order that has not been signed by the Owner, or for any other reason allowed by applicable law.

§ 15.4.4 When either party disputes the Architect's and/or Owner's Representative's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. Contractor shall be responsible for obtaining lien releases from all subcontractors and sub-subcontractors.

§ 15.5.2 Neither the Owner nor Architect and/or Owner's Representative shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Upon reasonable evidence of the actual or pending nonpayment of a Subcontractor or to otherwise protect itself as provided by applicable law, the Owner shall have the right to make payments to Subcontractors by direct or multiple-payee checks of amounts owned to Subcontractors under the governing subcontracts, purchase orders and similar agreements, and then deduct the amount of such payments from the amount of the final payment otherwise owed to the Contractor; provided that, prior to making direct or multiple-payee check payments under this Clause, the Owner shall provide reasonable written notice to the Contractor.

§ 15.5.5 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.5.6 The Owner may condition any payment otherwise due to Contractor upon the Contractor's prior submission of unconditional lien waivers from Subcontractors and suppliers covering any Work for which Contractor has received payment from the Owner.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. For Substantial Completion to be achieved, the Owner must have received final inspection and sign off of the permits for the Work and all other governmental approvals as necessary and required for the Owner to occupy or utilize the Work, or portion thereof which the Owner agrees to accept separately, for its intended purpose. In addition, the only remaining Work after Substantial Completion shall be minor and "punch list" in nature so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere with or hamper the Owner's normal business operations.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and/or Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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§ 15.6.3 Upon receipt of the Contractor's list, the Architect and/or Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect and/or Owner's Representative determines that the Work or designated portion thereof is substantially complete, the Architect and/or Owner's Representative will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Owner shall have the same right of inspection and right to demand completion and correction as Architect. If more than two inspections by the Architect or Owner are required to determine Substantial Completion, not due to the fault of either the Architect or Owner, the Contractor shall reimburse Owner for any additional costs associated with such additional inspections, including costs of the Architect.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. The Owner shall make payment of retainage upon Final Completion. Contractor shall bill retainage separately from Final Payment.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 The term "Final Completion" as used in the Contract Documents shall mean that (1) Substantial Completion of the Work or designated portion thereof has been achieved and the Owner has certified that the Project is finally complete; (2) the Owner has received a final certificate of occupancy and all other governmental approvals as necessary and required for the Owner to occupy or utilize the Work or designated portion thereof for its intended purpose; and (3) the Contractor has performed all of its obligations under the Contract (including, but not limited to, submission of O&M manuals, as-built drawings, warranty letters, approved submittals, permit sign-offs, and resolution of all punch list work to Owner's satisfaction), except for those obligations which by their nature continue or arise after final payment. Notwithstanding the foregoing, Final Completion shall be deemed achieved if all construction, submittals and other performance by the Contractor required for issuance of the permanent certificate of occupancy has been completed but the certificate has not been issued solely because of factors beyond the reasonable control of the Contractor. A delay in the applicable governmental agency's issuance of a certificate of occupancy, following the Contractor's completion of construction, submittals, and other performance that is of normal duration for that agency shall not constitute a factor "beyond the reasonable control of the Contractor" as that phrase is used in the prior sentence.

§ 15.7.1.1 Section 15.7.1 subpart (2) shall not apply to designated portions of the Work to the extent certificates of occupancy and other approvals are not required by governmental authorities with jurisdiction in order for the Owner to occupy or utilize the designated portions for their intended uses.

§ 15.7.2 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and/or Owner's Representative will promptly make such inspection and, when the Architect and/or Owner's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed (including, but not limited to, submission of O&M manuals, as-built drawings, warranty letters, approved submittals, permit sign-offs, and resolution of all punch list work to Owner's satisfaction), the Architect and/or Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of his or her knowledge, information and belief, and on the basis of on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's and/or Owner's Representative's final Certificate for Payment will constitute a further representation that conditions stated in this Section as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.3 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

§ 15.8 Construction Lender Requirements

§ 15.8.1 This Agreement may be amended in any respect, including without limitations procedures for payment, assignment, change orders, lien releases, and termination, as may be reasonably required by any construction or permanent lender who may from time to time have a mortgage or deed of trust on the jobsite or have outstanding a loan commitment on the jobsite upon agreement by the Contractor, such agreement to not unreasonably be withheld, provided that such revisions to the Agreement shall not materially affect Contractor's rights or obligations. To the extent that Contractor must take on any obligation that would increase its costs or delay the schedule, Contractor shall be entitled to an equitable adjustment of the Contract Time or the Contract Price or Guaranteed Maximum Price, provided Contractor provides notice as required in Article 21. Contractor also agrees to timely provide any such lender with any documents and information it reasonably requires within the limits afforded the Owner in this Agreement. The Contractor shall make every reasonable effort to conform its documentation in support of progress payments to the requirements of the lender under the construction loan agreement. If requested by the Owner, Contractor agrees to (a) execute a reasonable "Contractor's Letter of Consent of Assignment," and (b) provide to the construction lender such certificates or such other reasonable documents relating to the completion of the Work in compliance with applicable codes, ordinances, rules and regulations, in such form as may be required by the Owner's lender.

§ 15.8.2 It is understood that funding to pay the Contractor under this Contract is or will be subject to the terms and conditions of a certain construction loan agreement between the Owner and its lender, however, nothing therein shall reduce the Owner's obligations in strict accordance with the Contract requirements, or appreciably change the terms and conditions of payment under this Agreement. The Contractor agrees to cooperate with the Owner and the lender to the extent administratively possible in meeting the Lender's requirements under the construction loan agreement.

§ 15.8.3 Contractor hereby subordinates all contractual and statutory liens and security interests (whether choate or inchoate) which Contractor may be (or may become) entitled to assert against the Property to all of the liens and security interests securing any financing obtained by Owner, and Contractor fully and completely waives any and all rights that the Contractor may have, now or in the future, to claim, directly or indirectly, a priority of lien or security interest, in whole or in part, against or in the Property over any assignments, liens and security interests that Owner's or Owner's lender (current or future) may claim against the Property under the lender's applicable security instruments (including any future amendments thereto). This subordination shall be self-operative, and no further instrument of subordination shall be required. However, in further confirmation of such subordination, Contractor shall promptly, upon the request of Owner or its lender(s), execute, acknowledge and deliver such additional instruments as may be reasonably required to confirm such subordination. Contractor shall obtain subordination of lien rights in substantially the same form (as herein) from each of its Subcontractors.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and to comply with any safety programs or precautions required by applicable law. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- **.1** employees on the Work or Project and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 16.1.2 The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.16.

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§ 16.1.3 Contractor, in all cases, shall comply and cause its subcontractors at all tiers to comply with all Governmental Requirements. The term "Governmental Requirements" as used in the Contract Documents shall mean building traffic, environmental, occupancy health, accessibility for disabled and other applicable laws, statutes, ordinances, regulations or decrees, of any federal, state, county, municipal or governmental or quasi-governmental authority or agency pertaining (a) to the Project or the Work, (b) to the use and operation of the Project or the Work for their intended purposes, or (c) if the context of the sentence establishes this term is being used in connection with a different subject than those described in clauses (a) or (b), then to the subject matter described in the Section in which the term is used.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor recognizes or encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect and/or Owner's Representative of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.1.2 Owner and Contractor acknowledge that asbestos and/or lead paint may be encountered at certain locations at the Project site for reasons the parties do not attribute to Contractor. If such conditions are encountered and prior to disturbing such conditions, Contractor will immediately stop Work in the affected area and report the circumstances to Owner. Upon receipt of Contractor's notice, Owner shall render such conditions harmless or specify the means and methods to be used by Contractor and its Subcontractors to perform Work in proximity to such conditions. Work in the affected area will resume upon agreement of Owner and Contractor after the area is deemed acceptable to proceed. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum or Guaranteed Maximum Price shall be increased in the amount of Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been disclosed to Contractor or rendered harmless after notice from Contractor as provided above, provided that such claim, damage, loss, or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and (ii) is not covered by insurance, except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 The Contractor shall not use, generate, transport, dispose of, or install any materials containing asbestos, lead, or hazardous materials, and shall indemnify the Owner and Owner-Related Parties for the cost and expense the Owner or Owner-Related Parties incur (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 16.2.1, except to the extent that the cost and expense are due to the Owner's fault or negligence. Contractor will be solely responsible for compliance with any "Right to Know" law relating to notice to its employees and others concerning Hazardous Substances to which they could be exposed in the course of the conduct of the Work, including the labeling of such materials, the filing of any necessary reports relating thereto, and related requirements.

§ 16.2.4 If, without negligence or other fault on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 16.2.5 Contractor shall not cause or permit, except as required by the Specifications or other Contract Documents, the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in or about, or the transportation of any Hazardous Materials to or from the Project, except in strict accordance with all applicable laws and regulations.

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ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain at Contractor's expense insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance for a minimum six (6) years following issuance of the final certificate of occupancy for the entire Project or the expiration of the applicable statute of repose, whichever is longer.

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form. Such policy shall contain limits of not less than «Two Million Dollars» ($ «2,000,000.00 ») each occurrence, «Two Million Dollars» ($ «2,000,000.00 ») general aggregate, and «Two Million Dollars» ($ «2,000,000.00 ») aggregate for products-completed operations hazard, providing coverage for claims including:

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 9.16 of this Agreement.

Coverage will extend to the indemnification by Contractor as set forth in the Contract Documents subject to specific policy conditions, limitations, and exclusions. Any deductible or self-insured retention must be commercially reasonable, disclosed, and is subject to written approval of Owner. The policy for the Contractor shall include without limitation coverage for the hazards commonly referred to as "XCU" and shall contain a severability of interests provision.

The Contractor shall provide umbrella and/or excess liability coverage as set forth in Section 17.1.5.

§ 17.1.3 The Contractor's Commercial General Liability coverage shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under this Contract arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to earth subsidence or movement, where the Work involves such hazards.

.10 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ 17.1.4 Automobile Liability covering vehicles owned by the Contractor, and non-owned vehicles used by the Contractor with policy limits of not less than « One Million Dollars » ($ «1,000,000.00») per accident, for bodily injury, death of any person,

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and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.5 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. Contractor shall also carry excess/umbrella insurance over its Employer's Liability/Stop Gap, Commercial General Liability, and Automobile Liability Policies, in an amount not less than $10,000,000 per occurrence and in the aggregate, such that there is a minimum of $11,000,000 in primary and excess or umbrella coverage ($1,000,000 primary/$10,000,000 umbrella/excess). Such primary and excess/umbrella insurance policies result in the same or greater coverage as the coverages required under Sections 17.1.2, 17.1.3, and 17.1.7, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.6 Workers' Compensation at statutory limits.

§ 17.1.7 Employers' Liability or Stop Gap coverage with policy limits not less than «One Million Dollars» ($ «1,000,000.00 ») each accident, «One Million Dollars» ($ «1,000,000.00 ») each employee, and «One Million Dollars » ($ «1,000,000.00») policy limit.

§ 17.1.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «Two Million Dollars» ($ «2,000,000.00 ») per claim and «Two Million Dollars» ($ «2,000,00.00») in the aggregate. All Mechanical, Plumbing, Electrical, and Fire Protection, or any other design-build Subcontractors shall have similar professional liability coverages, unless approved by Owner in writing, but not less than the amounts set forth in this Section. Coverage shall be either on an "occurrence" form or on a "claims made" form. If coverage is on a "claims made" form, said coverage shall be maintained for a minimum of six (6) years after issuance of a final certificate of occupancy for the entire Project. Any loss within the deductible shall be borne by the Contractor.

§ 17.1.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «Five Million Dollars» ($ « 5,000,000.00 ») per claim and «Five Million Dollars » ($ «5,000,000.00 ») in the aggregate.

§ 17.1.10 Coverage under Sections 17.1.8 and 17.1.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less those set forth in 17.1.8 and 17.1.9.

§ 17.1.11 Property Insurance. A policy covering all material, equipment, and tools (owned, borrowed, or leased) of the Contractor or its employees for one hundred percent (100%) of the full replacement value thereof. The insurance policy shall be written under a standard Special causes of Loss perils insurance policy.

§ 17.1.12 The Contractor shall provide certificates of insurance and endorsements acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate or endorsements evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner, General Contractor, and Owner-Related Entities as an additional insured on the Contractor's Commercial General Liability, Umbrella, Automobile, Pollution, Worker's Compensation (to the extent allowed by law), and excess or umbrella liability policy or policies. Information concerning reduction of coverage on account of revised limits, significant claims paid under the general aggregate or both, shall be furnished by the Contractor with reasonable promptness.

§ 17.1.13 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor. Contractor shall be responsible for payment of all deductibles incurred as a result of its or its Subcontractors or Suppliers' negligence or fault.

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§ 17.1.14 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1.1 to include (1) the Owner, General Contractor, Owner's Representative, Owner's agents or representative, the Tulalip Tribes of Washington, and any subsequent owner of or lender to the Project, and the Architect and its Consultants, and their respective officers, directors, members, agents, employees and volunteers ("Owner-Related Entities"), as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, Owner-Related Entities, and General Contractor as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04. No insurance that is required to add Owner or Owner-Related Parties shall contain a cross-suit exclusion. The Contractor shall obtain the written agreement on the part of each insurance company to notify Owner at least thirty (30) days prior to cancellations or non-renewal of any such insurance, except ten (10) days' notice of cancellation due to non-payment of premium. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

All certificates, endorsements, or policy termination notices should be delivered to the Owner, in addition to those entities listed below:

The Tulalip Tribes of the Tulalip Reservation, Washington
6404 Marine Drive
Tulalip, WA 98271
Attn: Valerie Marshall
vmarhsall@tulaliptribes-nsn.gov

§ 17.1.15 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.16 Contractor agrees that the insurance specified in this Section shall be primary and non-contributory over any insurance or self-insurance program maintained by the Owner or Owner-Related Party.

§ 17.1.17 Insurance effected or procured by Contractor shall not reduce or limit the Contractor's obligation to indemnify and defend the Owner anyone required to be defended or indemnified by this Agreement for claims made or suits brought which result from or are in connection with the performance of this contract.

§ 17.1.18 If the Contractor maintains higher insurance limits than the minimums shown herein, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by Contractor.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner will purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on "course of construction," or a builder's risk "all-risks" completed value, or equivalent policy form sufficient to cover the total value of the entire Project on a replacement cost basis. Contractor shall be responsible for reimbursement of any deductibles under Owner's policy to the extent such deductible results from the negligence or fault of Contractor or those for whom Contractor is responsible.

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§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Contractor waives all rights against (1) and the Owner any of its Separate Contractors, subcontractors, sub-subcontractors, agents, employees and Owner's Representative; (2) the Architect and Architect's consultants; (3) the Owner-Related Entities; and (3) the General Contractor, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as it has to proceeds of such insurance. The Contractor shall require similar written waivers in favor of the individuals and entities identified above from its consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. Such policies shall provide waivers of subrogation by endorsement or otherwise. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the bidding documents or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 17.3.3 Each party agrees that electronic signatures (whether digital or encrypted) and/or and scanned copies of original signatures on any such bond is intended to authenticate the bond and shall have the same force and effect as manual signatures and original copies. Such electronically signed or scanned/PDF versions of the AIA Document A312TM, Payment Bond and Performance Bond shall be fully enforceable against the surety.

§ 17.3.4 The Contractor shall include the following or similar language in any surety bond: "Surety agrees that electronic signatures (whether digital or encrypted) and/or and scanned copies of original signatures on this document is intended to authenticate this bond and shall have the same force and effect as manual signatures and original copies. Such electronically signed or scanned/PDF versions of the AIA Document A312TM, Payment Bond and Performance Bond shall be fully enforceable against the Surety."

ARTICLE 18 UNCOVERING AND CORRECTION OF WORK

§ 18.1 Uncovering of Work

§ 18.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's or Owner's examination and be replaced at the Contractor's expense without change in the Contract Time. If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner, the General Contractor, or a Separate Contractor in which even the Owner shall be responsible for payment of such costs.

§ 18.1.2 The Contractor shall promptly correct Work rejected by the Architect and/or Owner's Representative or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion or

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termination and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's and/or Owner's Representative's services, or Owner's other consultants services, costs incurred by the General Contractor or Separate Contractors (including delay-costs and stand by if applicable) and expenses made necessary thereby, shall be at the Contractor's expense. Owner shall not be obligated to accept defective or non-conforming Work, or damages for the difference in value between conforming and defective or nonconforming Work, and in all cases Owner, in its sole and absolute discretion, shall be entitled to full removal and correction of defective or non-conforming Work. At all times, Owner shall be entitled to offset against any sum due and owing Contractor under the Contract amounts associated with the removal and correction of defective or non-conforming Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within two years after the date of Substantial Completion of the Work (the "Correction Period") or such longer period by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor (at no cost to Owner) shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition with express acknowledgement from the Owner that such condition is not in accordance with the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with the Contract Documents. If the Owner terminates this Agreement for cause, Owner shall not be required to provide Contractor with notice of or opportunity to cure such nonconforming or defective work prior to correcting such nonconforming or defective work and, in such instance, shall be entitled to collect from Contractor reimbursement for the costs of correction or repair of such work. The Correction Period begins on the date of Substantial Completion established in the Certificate of Substantial Completion under Section 15.6.3 (or, for a portion of the Work designated for separate acceptance, the date of Substantial Completion of that portion). It does not begin on Final Completion or final payment.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Article 18, but only for that portion of the corrected Work so that such corrective Work itself receives at least a one-year warranty from the date of correction.

§ 18.6 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the period for correction of Work as described in this Article 18 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor the time in which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. The obligation under this Article 18 shall survive termination of the Contract.

§ 18.7 The Contractor shall conduct a warranty walkthrough with the Owner one month prior to the expiration of the Correction Period under Section 18.2.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

The Contractor shall not assign this Contract without written consent of the Owner.

§ 19.2 Governing Law

The Contract shall be governed by the law of the Tulalip Tribes and any applicable federal laws and regulations. The Owner does not hereby consent to jurisdiction under any tribal, state, or federal law that would not otherwise apply to the Owner as a Tulalip Tribes governmental entity or activity occurring within Indian Country.

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§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect and/or Owner's Representative and Owner timely notice of when and where tests and inspections are to be made so that the Architect and/or Owner's Representative and Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require. Should any re-testing or re-inspection of Work be required due to the fault of the Contractor, the cost of such work, including any associated schedule delay, shall be reimbursed by the Contractor and shall not be considered a Cost of the Work.

§ 19.4.1 The Owner identifies the following representative:
(Name, address, email address insert]
»

§ 19.4.2 The Owner identifies the following Owner's Representative:
(Name, address, email address and other information)

[insert]

»

§ 19.5 The Contractor's representative:
(Name, address, email address, and other information)

«[insert]
«Email: [insert] »

§ 19.6 The Contractor's representative shall not be changed without ten days' prior notice to the other party.

§ 19.7 Authority

The individual executing this Agreement on behalf of Contractor represents and warrants that such individual has the full power, authority, and legal right to execute and deliver this Agreement on behalf of the Contractor.

§ 19.8 Independent Contractor

Contractor at all times is acting as an independent contractor under the Contract Documents. Nothing in the Contract Documents is intended or shall be construed as creating any other relationship or designating Contractor as an agent for or joint venturer with Owner.

§ 19.9 Severability

If any clause or provision of the Contract Documents is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of the Contract Documents shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as a part of the Contract Documents a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

§ 19.10 Counterparts / Electronic Signatures

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument and shall be binding on the parties, but all such counterparts shall constitute one agreement. This Agreement may also be executed and made binding through the use of signatures sent via facsimile and/or PDF through e-mail and whether digital or encrypted, which signatures shall be treated and effective as originals.

§ 19.11 Covenant of Good Faith and Fair Dealing

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This Agreement imposes an obligation of good faith and fair dealing in the relationship between the Owner and Contractor. The Contractor will proceed to fulfill its obligation under this Agreement diligently and honestly and cooperate with the Owner in the common endeavor of completing the Work in a timely and efficient manner. By entering into this Agreement, as part of the covenant of good faith and fair dealing, Contractor further agrees that it will supply accurate, complete and current cost or pricing data for purposes of supporting or documenting Change Orders, requests for contract modification, compensation, and/or payments under this Agreement.

§ 19.12 Indian Traders License

Contractor shall obtain an Indian Traders License and comply with any requirements related thereto in order to conduct business with the Tulalip Tribes of Washington.

§ 19.13 Survival

If the full performance of an obligation is not required prior to the termination of this Contract, such obligation shall survive the termination and be fully enforceable thereafter.

§ 19.14 Minimum Security Screening Standards

Contractor shall ensure that no employee ever convicted of a crime involving dishonesty and/or violence and/or sexual assault, or who has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such an offense will have access to Owner's premises, information or will perform any part of the Scope of Work. Prior to performance of any part of the Scope of Work, Contractor, at Contractor's expense, shall perform a security screening of employees who will have access to Owner's premises, information or who will perform any part of the Scope of Work. Upon request, Contractor shall furnish the results of the security screenings to Owner.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If Owner fails to make payment of undisputed as provided in Section 4.1.3 for a period of 60 days through no fault of the Contractor, a Subcontractor (of any tier), or their agents or employees, the Contractor may, upon fifteen additional days' notice to the Owner and the Architect (and Owner's Lender as applicable), terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit on Work satisfactorily performed, and costs incurred by reason of such termination. In no event shall the total amount of the costs recovered exceed the balance due of the Stipulated Contract Sum or Guaranteed Maximum Price, including any revisions by Change Order, and the Contractor shall not be entitled to payment for overhead, profit or Fee on unperformed Work.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, including failure to comply with the TERO Code; or
- **.4** otherwise is guilty of substantial or material breach of a provision of the Contract Documents;
- **.5** refuses to comply with requests to cure from the Owner or Architect;
- **.6** is adjudged bankrupt or insolvent or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law;
- **.7** fails to timely provide a recovery Schedule when requested by the Owner; or
- **.8** for any other reason provided for under the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner may, upon seven (7) days' prior written notice to Contractor and without prejudice to any other remedy the Owner may have, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and/or Owner's Representative's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 20.2.5 If an arbiter or judge determines that the Owner wrongfully terminated the Contract for cause, the termination shall be turned into a termination for convenience under Section 20.3.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed plus the Fee; and costs actually incurred by reason of such termination, including costs attributable to termination. Where the Contract Sum is based a Stipulated Sum, Contractor shall be entitled to reasonable overhead and profit on Work completed. Where the Contract Sum based on the Cost of the Work to a Guaranteed Maximum Price, the Contractor shall be entitled to its Fee on Work completed. In no event shall Contractor be entitled to payment for overhead, profit or Fee on unperformed Work, and in no event shall the total amount of the costs recovered exceed the balance due of the Contract Sum/Guaranteed Maximum Price.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract or the Work performed hereunder ("Claim(s)") except those waived as provided for in the Contract Documents, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 In the event that the Contractor believes it has a Claim against Owner for additional compensation, additional time or some other remedy arising out of or in connection with the Contract, the Work or the actions or omissions of Owner (or the parties for whom Owner is responsible), Contractor shall give notice to Owner of such Claim within fourteen (14) days of when the Contractor first knew or reasonably should have known, of the event, condition, action or inaction giving rise to the apparent claim ("Initial Notice of Claim"). The Initial Notice of Claim shall describe the nature of the Claim along with a reasonable ROM estimate of the amount of the adjustment in Contract Sum and/or Contract Time sought by the Contractor, along with any backup known to the Contractor as of the date of the Initial Notice of Claim.

§ 21.2.2 Within thirty (30) days' of providing the Initial Notice of Claim, the Contractor shall supplement its Notice of Claim by providing the following information, to the extent ascertainable by the Contractor: (1) a description of the date and time of the event giving rise to the request for an adjustment or interpretation of Contract terms, payment of money, an extension of time, or other relief with respect to the terms of the Contract; (2) a statement to the nature of the impacts to the Contractor and its Subcontractors, if any; (3) the amount of the adjustment or an estimate thereof in Contract Sum and/or Contract Time, if any, sought by the Contractor; (4) the contractual provisions on which the Claim is based; and (5) if the Claim includes any pass-through of claims and/or damages incurred, to be incurred, or alleged to be incurred by a Subcontractor or Supplier of any tier such that the Contractor is sponsoring the pass-through claim or damage, the Contractor shall certify that it has performed due diligence on the validity of Subcontractor's or Supplier's claim and that the amount requested by the Subcontractor or Supplier has appropriate supporting documentation and that there is good ground under the Contract Documents to support its claim against the Owner. If the Contractor is unable to provide any of the aforementioned information because such information is not ascertainable the Contractor shall explicitly state why or how such information is not ascertainable and provide monthly updates to the Owner of the status of such information.

§ 21.2.3 The Contractor shall provide the following certification on any Claim over $100,000: "I certify that the Claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Tulalip Tribes of Washington is liable; and that I am duly authorized to certify the Claim on behalf of the Contractor." The certification shall be executed by an officer or partner of the Contractor with proper authority.

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§ 21.2.4 Failure to give an Initial Notice of Claim within the fourteen (14) day period and in strict compliance with this paragraph and/or failure to supplement and provide all of the information required herein, shall constitute an absolute and complete waiver, bar, and release of such Claim.

§ 21.3 Audit of Claim

All Claims made against the Owner by Contractor shall be subject to audit at any time following the receipt of the Notice of Claim. Failure of the Contractor, Subcontractors, or sub-tier subcontractors to maintain and retain sufficient records to allow the auditor to reasonably verify all or a portion of the Claim or to permit the auditor to timely access to the books and records of the Contractor, Subcontractors, or sub-tier subcontractors shall constitute an absolute waiver of the affected portion of the Claim, and shall bar any recovery thereunder.

§ 21.4 Claims for Additional Time

§ 21.4.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, in addition to the information required above for the supplemental Notice of Claim, a Notice of Claim for an increase in the Contract Time shall also set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay, the usage of any Project Schedule Float as of the date of the Notice of Claim, and shall contain a complete time impact analysis based upon a fragmentary CPM analysis (Fragnet) illustrating how Contractor proposes to incorporate the change or alleged delay into the current updated Construction Schedule. The Contractor shall provide such additional supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. Failure comply with this Section 21.4.1 or to provide this additional information within 14 days of the request by Owner shall result in an absolute bar, release, and waiver of the Claim.

§ 21.4.2 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the numbers of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 21.4.3 If Unusually Severe Weather Conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 21.5 Time Limits on Claims

§ 21.5.1 The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, and within the period specified by applicable law or this Agreement. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section.

§ 21.5.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.6 Any claim, dispute, or other matter in question arising out of or related to this Agreement, unless waived as set forth in this Agreement, shall be subject to Litigation in court of competent jurisdiction.

§ 21.7 Mediation

The parties shall endeavor to resolve their disputes by mediation which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the demand for mediation. A request for mediation shall be made in writing and delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 21.8 Joinder

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The Contractor agrees and consents to be included by joinder into any arbitration, mediation, or legal proceeding in which Owner is involved and where there is a dispute regarding, related to, or arising out of Contractor's Work. To the fullest extent allowed by applicable law, Contractor consents to the jurisdiction of such tribunal (both personal and subject matter).

§ 21.9 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.10 Waiver of Claims for Consequential Damages

To the extent uninsured, the Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver, as set forth above, is applicable, without limitation, to all uninsured consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section shall be deemed to preclude (i) an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents; or (ii) any claims, losses, damages, or other liabilities covered or that would be covered by the insurance required to be maintained by Contractor pursuant to the Contract Documents; (iii) any claims, losses, damages, or other liabilities resulting from a breach of Contractor's confidentiality obligations under this Agreement; or (iv) for claims by Owner for loss revenue or income to the extent arising out of or related defects in construction discovered after Final Completion. In addition, and notwithstanding anything to the contrary contained herein, the foregoing waiver shall not apply to, limit, or affect any express indemnity obligations under the Contract to the extent such indemnify obligation(s) relate to a loss asserted by a third party against an indemnified party.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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Exhibit A
Determination of the Cost of the Work

for the following PROJECT:
(Name, location and brief description)

Hibulb Cultural Center Mechanical System Replacement »
«6410 23rd Avenue NE »
«Tulalip, WA 98271

Mechanical system replacement to provide museum grade environmental control. Work includes design-build elements. »

THE OWNER:
(Name, legal status, address and other information)

The Tulalip Tribes of Washington
6406 Marine Dr.
Tulalip, WA 98271»

THE CONTRACTOR:
(Name, legal status, address and other information)

«[Insert] »« »
« »
« »
« »

THE ARCHITECT:
(Name, legal status, address and other information)

«N/A. Design services are provided by the Contractor under Exhibit D. »« »
« »
« »
« »

ARTICLE A.1 COSTS TO BE REIMBURSED

§ A.1.1 Cost of the Work

§ A.1.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only those items set forth in this Article A.1. No costs incurred prior to the date of this Agreement is reimbursable as a Cost of the Work or otherwise without Owner's express written approval.

§ A.1.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval in writing prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

§ A.1.1.3 Such costs shall be at rates not higher than the standard competitive rates paid at the place of the Project, except with prior written consent of the Owner.

§ A.1.1.4 Throughout the performance of the Work, the Contractor will seek to identify and work with the Architect, Owner, and Owner's Representative (if any) in implementing cost savings opportunities to reduce the Cost of Work.

§ A.1.2 Labor Costs

§ A.1.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. All labor costs shall be based on standard rates as shown in **Exhibit F**.

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§ A.1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval, and only for that portion of the time required for the Work. **See Exhibit F**.

§ A.1.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, the type of activity, and, if applicable, any agreed percentage of time to be devoted to the Work.)

«See **Exhibit F**. »

§ A.1.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, as approved in writing by Owner.

§ A.1.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits, and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.1.2. (Rates set forth in **Exhibit F** are fully loaded).

§ A.1.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification. It is the intent of the parties that neither wages nor labor burden of construction workers will include a mark-up, or an adder, for small tools, consumable supplies, or other non-labor related element of cost. The parties agree that those costs are to be directly charged to the Project at actual cost or as provided in this **Exhibit A**, which shall be the same for Work under any Change Order. Contractor shall not authorize any overtime, whether of its own workers or of its Subcontractors of any tier and their workers, without the prior written consent of the Owner. Such overtime will not increase the Contractor's Fee under this Agreement without Owner's prior written approval. Contractor shall include a comparable provision in its subcontracts with its Subcontractors. Costs for vacations, holidays, and sick leave shall be prorated to the Cost of the Work of this Project based on the time spent by each person on this Project as opposed to other projects as part of Contractor's fully burdened rates set forth in **Exhibit F**.

§ A.1.2.6 Amounts for overhead and profit on Work self-performed by the Contractor may not exceed Contractor's Fee percentage set forth in this Agreement. All self-performed Work will be billed at labor rates included in this Agreement as **Exhibit F**. Small tools, consumable supplies, safety supplies and PPE are not added to labor rates. They are carried in the GMP as the percentage of self-performed craft labor stated in the Contractor's Fee Matrix and are reimbursed at actual cost up to that amount (Exhibit A, Section A.1.5.1).

§ A.1.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of their subcontracts and this Agreement, but in no event shall markup on Subcontractors' and sub-Subcontractors' work, material, or labor exceed an aggregate of fifteen percent (15%). Any aggregate markup on Subcontractor's and sub-Subcontractors' work, material, or labor that exceed such amount shall not be considered a Cost of the Work and shall not be paid for or reimbursed by Owner. Labor rates per the self-performed labor schedule attached (**Exhibit F**).

§ A.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.1.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.1.4.2 Costs of materials described in the preceding Section A.1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ A.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.1.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. For all items over $1,500, Contractor shall provide an itemized list to the Owner detailing all such items, including a full description and cost. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value. Small tools and equipment owned or purchased by the Contractor and charged to or included in the Cost of the Work, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amount realized from such sales shall be credited to the Cost of the Work. Any and all office equipment or supplies charged to the Cost of the Work shall become the property of the Owner upon completion of the Work or, at Owner's direction, shall be sold by the Contractor and the proceeds credited to the Cost of the Work. Small tools, consumable supplies, safety supplies and PPE are carried in the GMP as the percentage of self-performed craft labor stated in the Contractor's Fee Matrix and are reimbursed at actual cost up to that amount; they are not added to labor rates.

§ A.1.5.2 Rental charges for temporary facilities, jobsite office and shanties, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, structures, and hand tools. The cost of all Contractor-owned rental equipment, materials, or temporary structures shall include insurance, repair and maintenance costs, except wear and tear. Rental equipment shall be obtained from the lowest cost rental source, whether it is the Contractor or a third party.

§ A.1.5.2.1 Rates and quantities of equipment owned by the Contractor are set forth in **Exhibit G**, but shall not (a) exceed 60% of the replacement cost of any comparable item; and (b) shall be based on monthly rates, but prorated on a daily basis and shall not exceed 60% of equivalent third party rates. The rental rates and quantities of equipment owed by a related party, as defined in Section A.1.8.1, shall be subject to the Owner's prior approval, but shall be subject to this Section. The Owner shall have the right to purchase such equipment through the Contractor at fair market value as an added Cost of the Work. Within fourteen (14) days after the Notice to Proceed, Contractor shall provide Owner a schedule of Owner rental equipment, rental rates, replacement cost, date on, date off, rental rate and cumulative charges from inception of Project construction.

§ A.1.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.1.5.4 Costs of document reproductions, facsimile transmissions, postage and parcel delivery charges, internet service at the site, and reasonable petty cash expenses of the site office, including general office equipment and supplies.

§ A.1.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

§ A.1.6 Miscellaneous Costs

§ A.1.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Insurances allowed to be billed per the schedule of fixed rates below. No Fee shall be applied to such costs.

General Liability Insurance, actual costs not to exceed: the rate stated in the Contractor's Fee Matrix
Bonds, actual costs

§ A.1.6.1.1 Costs of self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior written approval.

§ A.1.6.1.2 Costs of insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior written approval.

§ A.1.6.2 Should Owner add the requirement of Payment, Performance, and Maintenance Bond(s), the cost thereof shall be charged at actual cost. No Contractor Fee shall be paid on Bond costs.

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§ A.1.6.3 Fees and assessments for permits, licenses, and inspections for which the Contractor is required by the Contract Documents to pay. The Contractor shall pay for the Tulalip Building Permit and the Tulalip Planning Department plan review fees, all trade-related and design-build permits and deferred submittals, and all permits related to site utilization, at actual cost. No Contractor's Fee shall be paid on permit or plan review fees.

§ A.1.6.4 Owner shall pay Fees of laboratories for tests and inspections required by the Contract Documents, which may include those required by the Owner's testing agents, geotechnical inspections required by the Owner's testing agents, environmental testing for soils and dewatering, window, waterproofing, ADA and acoustical tests/inspections required for the Work, except those related to defective or nonconforming Work for which reimbursement is excluded under Article 18 of the Agreement or by other provisions of the Contract Documents, and which do not fall within the scope of Section A.1.7.3. All other tests and inspections required by the Contract Documents are Contractor's responsibility. The building envelope assessment, testing and report required by Exhibit K (K-26) are part of the Work and are not paid by the Owner under this Section.

§ A.1.6.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents.

§ A.1.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's written consent, unless the Contractor had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Section 9.14 of this Agreement. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 9.14 of this Agreement or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ A.1.6.6 Unless otherwise included in Contractor's labor burden, costs for communications services, electronic equipment, and software directly and solely related to the Work and located at the site, with the Owner's prior written approval.

§ A.1.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility or requirement in the Contract Documents.

§ A.1.6.8 Subject to the Owner's prior written approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

§ A.1.6.9 Subject to the Owner's prior approval, that portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.1.6.10 TERO fees assessed under TTC 9.05.220, including any change order fee assessed under TTC 9.05.230, which the Contractor pays directly to the TERO Department, at actual cost. No Contractor's Fee shall be paid on TERO fees.

§ A.1.7 Other Costs and Emergencies

§ A.1.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.1.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, to the extent allowed under this Agreement.

§ A.1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers shall not be a reimbursable cost. However, the correction of any work which is damaged by any event actually covered by any available insurance will be paid for from the proceeds of such insurance.

§ A.1.8 Related Party Transactions

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§ A.1.8.1 For purposes of this Section A.1.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds any equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ A.1.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of Article A.4. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article A.4. The Owner may require competitive bidding of any such work as set forth in the A104-2017.

ARTICLE A.2 COSTS NOT TO BE REIMBURSED

§ A.2.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section A.1.2.2;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Contractor's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Article A.1;
- **.5** The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- **.6** Costs due to the default, negligence, or failure of the Contractor, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, or failure to fulfill a responsibility of the Contract Documents, except to the extent any such costs are covered by available insurance;
- **.7** Any cost not specifically and expressly described in Article A.1 or otherwise specifically excluded from reimbursement under the terms of the Contract Documents;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- **.9** Bonuses paid to Contractor's or Subcontractor's personnel;
- **.10** Food or entertainment, unless specifically agreed to in writing by Owner;
- **.11** Adjustments to the labor rates of the Contractor's or Subcontractor's personnel;
- **.12** Costs incurred to remove or bond around liens, unless the lien arises from the Owner's failure of payment when due;
- **.13** Costs associated with procuring a retainage bond; and
- **.14** Sales, use, or similar taxes, including B&O tax, imposed by a governmental authority other than the Tulalip Tribes of Washington, that are related to the Work and for which the Contractor is liable.

ARTICLE A.3 DISCOUNTS, REBATES AND REFUNDS

§ A.3.1 Contractor shall provide Owner with seven (7) days' prior written notice of any potential discounts, rebates, or refunds and an opportunity to furnish funds necessary to obtain the same. Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

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§ A.3.2 Amounts that accrue to the Owner in accordance with Section A.3.1 shall be credited to the Owner as a deduction from the Cost of the Work. Contractor shall make Owner aware of any such programs in advance, so that Owner may elect to take advantage of the savings, discount, or rebate.

ARTICLE A.4 SUBCONTRACTS AND OTHER AGREEMENTS

§ A.4.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. Unless otherwise provided for by TERO, the Contractor, for Work exceeding $25,000 in value and, where possible, shall obtain no less than three bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect, if any, object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

§ A.4.1.1 Bids shall only be obtained from companies pre-qualified by Contractor to ensure the company is financially responsible, has successfully completed equivalent work for others in a quality manner, and has adequate resources and staff. Contractor will provide to Owner a monthly buyout log of subcontracts. The Owner shall then determine, with the advice of the Contractor and Architect, which bids will be accepted. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection, provided the Contractor objects in writing within seven (7) days.

§ A.4.1.2 Relative to the Owner's receipt of the bid analysis spreadsheets, as described in in this Section, it shall be understood that the Owner will not have responsibility to review or respond to any of the technical aspects of the bids or bidders qualifications, or determine whether all bids are complete and in compliance with the Contract Documents. The Owner is relying exclusively on the Contractor's expertise in such review and analysis, and filling holes, coordination of bids with other trades, and establishing the GMP. Under no circumstance shall any Owner review relieve the Contractor of obligations under the Contract Documents.

§ A.4.1.3 Contractor shall self-perform the Work as required by Section 3.4.2.3 of the Agreement and Section 7.3 of the Supplementary Conditions (Exhibit P). Work by others requires the Owner's prior written approval and shall be bid in accordance with this Section A.4.

§ A.4.2 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.4.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and comply with any applicable prompt payment statute governing payment to Subcontractors, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article A.5.

ARTICLE A.5 ACCOUNTING RECORDS

§ A.5.1 The Contractor shall keep full and detailed records concerning all aspects of the Work and accounts related to the Cost of the Work and exercise such controls and generally acceptable accounting principals as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's project records and accounts, including, but not limited to, complete documentation supporting accounting entries, books, job cost reports, correspondence,

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e-mails, photos, schedules, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract and the Work. The Contractor shall maintain during the Project and shall be required to provide job cost transaction detail in a form compatible with Microsoft Excel. The Contractor shall maintain during the Project and shall be required to provide a Subcontractor tracking log that tracks the total contract value of all Subcontractors on the Project as compared to Subcontractor invoicing. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law. In the event the Contractor submits a Claim under the terms of this Agreement and the Owner requests an audit in response to such Claim, should Contractor fail to provide the information set forth in this Section within thirty (30) days of Owner's request, Contractor's failure shall result in a complete waiver and release of any claimed amount for costs for which backup documentation was not provided.

§ A.5.2 When the Contractor believes that all the Work required by the Contract Documents has been fully performed, the Contractor shall deliver to the Owner a final accounting of the Cost of the Work.

§ A.5.3 The Owner will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as substantiated by the Contractor's final accounting and review of Project Documents, and provided the other conditions of Section 4.2.1 of the Agreement have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 15.4.3 of the Agreement. Neither the Architect nor the Owner is responsible for verifying the accuracy of the Contractor's final accounting.

§ A.5.4 Additionally, at any time during this Agreement or up to one (1) year following termination or completion of this Agreement, whichever is later, Owner may request copies of any portion of Contractor's books and records pertaining to the Project and/or elect to conduct an audit of such books and records. All such books and records of the Contractor must be made available for inspection and copying by Owner at an office of Contractor within ten (10) miles of the Project or as otherwise agreed to by the Owner and will be subject to audit examination by the Project auditor designated by Owner. The cost of the audit will be paid for by Owner unless the audit reveals an overpayment by Owner of more than one-half percent (0.5%) in the reported Cost of Work, in which case the Contractor will pay for all costs associated with the audit.

§ A.5.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs in connection with the correction of defective or non-conforming work as described in Article A.1, Costs to be Reimbursed, and not excluded by Article A.2, Costs Not to be Reimbursed, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

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Exhibit B
Contract Price Summary

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Exhibit C
Assumptions and Qualifications

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Exhibit D
Contractor's Pre-Construction or Design-Build Scope of Services

The Contractor's design-build and preconstruction services are set forth in this Exhibit D. The scope of work in the Owner's RFQ/P describes the Work as anticipated at the time of the RFQ/P. The Contractor shall restate the scope of the Work, as developed during design and agreed by the Owner, in the GMP Proposal under Section 3.3.3, and that scope of work shall be attached to the GMP Amendment.

If the Contractor is providing Design-Build Services, the following shall apply:

ARTICLE D.1 Preconstruction / Design-Build Services

§ D.1.1 The Contractor shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ D.1.2 Neither the Contractor nor any Subcontractor, consultant, or architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor determines that implementation of any instruction received from the Owner would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall notify the Owner in writing.

§ D.1.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, architect, consultants, subcontractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ D.1.4 General Consultation. The Contractor shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ D.1.5 When applicable law requires that services be performed by licensed professionals, the Contractor shall provide those services through qualified, licensed professionals. The Contractor shall require that the services of the Contractor's architect and the Contractor's other consultants are performed for the benefit of the Owner as well as the Contractor.

§ D.1.6 The Contractor shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ D.1.7 The Contractor shall carefully study and compare the documents, materials and other information provided by the Owner, shall take field measurements of any existing conditions related to the Work, shall observe any conditions at the site affecting the Work, and report promptly to the Owner any errors, inconsistencies or omissions discovered.

§ D.1.8 The Contractor shall provide construction cost estimates at the end of Schematic Design and Design Development phases of the design. The Contractor shall provide updated detailed cost estimates during preparation of the Construction Documents.

§ D.1.9 The Contractor shall comply with the requirements of the Owner's insurers, lenders, or landlord, or their successors, in good faith. If, during the course of the Project, the Owner's insurers, lenders, or landlord require significant changes to design or construction, or significantly reduce the Contractor's ability to perform the Work in an efficient manner, the Contractor may seek equitable adjustment of the schedule and the Contract Sum, but only through the Change Order process outlined in this Agreement.

§ D.1.9.1 Certifications. Upon the Owner's written request, the Contractor shall obtain from the architect, consultants, and subcontractors, and furnish to the Owner, certifications with respect to the documents and services provided by the architect,

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consultants, and subcontractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Contract Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Contractor's architect, consultants, and subcontractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ D.2 Contractor's Submittals

All professional design services or certifications to be provided by the Contractor, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ D.3 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall defend, indemnify, and hold the Owner and its separate contractors and consultants harmless from any loss, claim, damage, or suit (including reasonable attorneys' fees) on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required by the Owner. However, if the Contractor has reason to believe that the design, process or product required by the Owner is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Contractor, the Owner shall give prompt written notice to the Contractor.

ARTICLE D.4 DESIGN WORK

§ D.4.1 General

§ D.4.1.1 Any information submitted by the Contractor, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process.

§ D.4.1.2 The Contractor shall advise the Owner in writing on proposed site use and improvements, selection of materials, and building systems and equipment. The Contractor shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ D.4.1.3 The Owner's Criteria consist of the Owner's Project Requirements (Exhibit J) and the Performance Requirements (Exhibit K). The Contractor's design shall meet the Owner's Criteria. The Owner's Criteria may be revised only by a Modification, including any revision the Owner accepts as a result of the evaluation under Section D.4.2.

§ D.4.2 Evaluation of the Owner's Criteria

§ D.4.2.1 The Contractor shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's criteria. The Contractor shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Contractor's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ D.4.2.2 After the Contractor meets with the Owner and presents the preliminary evaluation, the Contractor shall provide a written report to the Owner, summarizing the Contractor's evaluation of the Owner's Criteria. The report shall also include, as applicable,

.1 allocations of program functions, detailing each function and their square foot areas;

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.2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's criteria to conform to the Owner's budget;

.3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Contractor's Proposal; and dates of periodic design review sessions with the Owner; and

.4 the following:
(List additional information, if any, to be included in the Contractor's written report.)

«the existing conditions findings and the building envelope findings available at the time; the proposed system configuration for each building, with a life cycle cost comparison of the dehumidification approach (retain, modify or replace the existing desiccant equipment) and the heat recovery or reheat source; any requirement of Exhibit J or K the Contractor believes cannot be met with the existing building or budget, and what can be met; a review of the Owner's three year BAS trend history to confirm the relative humidity set point; a reliability and resiliency plan identifying credible failure scenarios and the designed response to each; an evaluation of each option listed in the scope of work in the Owner's RFQ/P, with its effect on collections conditions, reliability, energy and space, which the Contractor shall price separately in its Contractor's Proposal where the Owner selects it; the Contractor's recommendation for humidifier source water (clean steam, deionized or reverse osmosis); and a preliminary phasing approach with an estimate of the number and length of shutdowns of each collections space.»

§ D.4.2.3 The Owner shall review the Contractor's written report and, if acceptable, provide the Contractor with written consent to proceed to the development of the Preliminary Design as described in Section D.4.3.

§ D.4.3 Preliminary Design

§ D.4.3.1 Upon the Owner's issuance of a written consent to proceed under Section D.4.2.3, the Contractor shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following, as applicable:

.1 Confirmation of the allocations of program functions;

.2 Site plan;

.3 Building plans, sections and elevations;

.4 Structural system;

.5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and

.6 Outline specifications or sufficient drawing notes describing construction materials.

§ D.4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Contractor with written consent to proceed to development of the Contractor's Proposal.

§ D.4.3.3 The Preliminary Design Phase shall include a Schematic Design Phase and a Design Development Phase.

§ D.4.4 Construction Documents

§ D.4.4.1 The Contractor shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Contractor will design to ADA, or any other applicable accessibility code ("Accessibility Requirements") and require the Contractor to incorporate reasonable construction tolerances during construction of the Project. Contractor will check and confirm specified product dimension and verify that they meet Accessibility Requirements.

§ D.4.4.2 The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include drawings and specifications that establish the quality levels of materials and systems required. The Construction Documents will meet all requirements of applicable codes, regulations, and industry standards, as well as Owner, insurer, Landlord, or lender. The Contractor will respond to all comments, requests, or changes requested by any state or local governments, or certification or permitting agencies with jurisdiction over the Project or its use, the Owner's

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or insurers or Landlord, including, when required, the modification of Construction Documents. Construction Documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

.1 be consistent with the approved design documents;

.2 provide sufficient information for the use of those in the building trades; and

.3 include documents required for regulatory agency approvals.

§ D.4.4.3 The Contractor shall meet with the Owner periodically to review progress of the design and Construction Documents. The Owner will complete its review of each design phase submittal within ten (10) working days of receipt, and the Contractor shall respond in writing to each review comment.

§ D.4.5 Contractor's Proposal

§ D.4.5.1 The Contractor shall prepare and submit the Contractor's Proposal to the Owner based upon the 60% complete Construction Documents. The Contractor's Proposal shall include the following, as well as all documents and information outlined in Section 3.3.3 of the Agreement.

.1 A list of the Preliminary Design documents and other information, including the Contractor's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Contractor's Proposal is based;

.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Contractor's Fee, and other items that comprise the Contract Sum, including prior pre-authorized expenses or costs;

.3 The proposed date the Contractor shall achieve Substantial Completion;

.4 An enumeration of any qualifications and exclusions, if applicable;

.5 A list of the Contractor's key personnel, Contractors and suppliers; and

.6 The date on which the Contractor's Proposal expires.

§ D.4.5.2 Submission of the Contractor's Proposal shall constitute a representation by the Contractor that it has visited the site and become familiar with local conditions under which the Work is to be completed, and that it has taken reasonable steps necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the condition of the site itself, including without limitation the general and local conditions which can affect the Work or its costs, including but not limited to local weather, geotechnical conditions, traffic patterns, availability of labor, available utilities, local requirements, the character of equipment and materials required to perform the Work, and the conditions bearing upon utilities as relates to temporary or permanent relocation or installation thereof. Any failure of the Contractor to take actions described and acknowledged in this Section will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without exceeding the Guaranteed Maximum Price or Contract Time.

ARTICLE D.5 COPYRIGHTS AND LICENSES

§ D.5.1 Drawings, specifications, and other documents furnished by the Contractor, including those in electronic form, are Instruments of Service. The Contractor, and its architect, consultants, subcontractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall share, as joint owners, all common law, statutory and other reserved rights, including copyrights, with the Owner. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Contractor and its architect, consultants, and subcontractors, and any other person or entity providing services or work for any of them.

§ D.5.1.1 The Contractor and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ D.5.2 Upon execution of the Agreement, and regardless of termination, the Contractor grants to the Owner co-ownership of the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, completing, and adding to the Project or Contractor's Instruments of Service, provided that the Owner substantially performs

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its obligations, including prompt payment of all sums when due, under the Contract Documents. The co-ownership granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce and utilize applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ D.5.2.1 The Contractor shall obtain similar transfers of ownership from its architect, consultants, subcontractors, that will allow the Contractor to satisfy its obligations to the Owner under this Article D.5. The Contractor shall provide the Instruments of Service to Owner via hard copy, PDF, and AutoCAD. Notwithstanding joint ownership, neither Contractor nor its architect or consultants, or subcontractors shall use unique aspects of the Project (based on a confusingly similar standard) for any purpose not relating to the Project without Owner's prior written consent.

§ D.5.2.2 Any unauthorized use of the Instruments of Service shall be at the Owner's risk and without liability to the Contractor and the Contractor's consultants.

§ D.5.2.3 The architect or any other design consultants shall retain all legal rights (including copyright) in its Standard Details and shall be entitled to use said Standard Details without limitation on other projects; provided, however, that the Owner shall be granted a non-exclusive, royalty-free Standard Details License to use Contractor's, architect's, or any other design consultant's Standard Details as reasonably necessary in connection with the construction, renovation, alteration, expansion, repair, occupancy, operation and maintenance of the Project.

ARTICLE D.6 INSURANCE

§ D.6.1 Contractor shall require every design professional providing services for the Project, including its architects, engineers and MEP design consultants, to procure and maintain professional liability policies of $2,000,000 per claim and in the aggregate. All such policies shall remain in place until the expiration of the applicable statute of repose.

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Exhibit E
Project Schedule

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Exhibit F
Contractor's Labor/Trade Rates

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Exhibit G
Contractor's Equipment Rates

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Exhibit H
Approved Pay Application Format

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Exhibit I
Design Documents

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Exhibit J
Owner's Project Requirements (RFP Attachment B)

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Exhibit K
Performance Requirements (RFP Attachment C)

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Exhibit M
Contractor's and Subcontractor's Lien Forms

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Exhibit N
List of Design-Build or Pre-Construction Services Consultants and Subcontractors

.1 Mechanical Subcontractor
[insert]

.2 Electrical Subcontractor
[insert]

.3 Plumbing Subcontractor
[insert]

.4 Controls Subcontractor (if not self-performed)
[insert]

.5 [insert] or design consultants, engineers, architects »

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Exhibit O
GMP Amendment Form

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Exhibit P
Supplementary Conditions to AIA A104-2017

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Exhibit Q

Owner's Request for Qualifications and Proposals (RFQ/P) (the RFQ/P document only. Its attachments are Contract Documents only where listed in this Section 6.1.5. RFP Attachment M, Scope of Work, is not a Contract Document.)

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Exhibit R
Contractor's Proposal (excluding any terms and conditions set forth therein)

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TULALIP TRIBES

Facilities Planning & Construction

SUPPLEMENTARY CONDITIONS TO AIA A104-2017

Tulalip Standard Form of Agreement Between Owner and Contractor, with Design-Build Services and Cost of the Work Plus a Fee with a Guaranteed Maximum Price (Exhibit P)

Project: Hibulb Cultural Center Mechanical System Replacement, 6410 23rd Avenue NE, Tulalip, WA 98271

Document ID: FPC-SupplementaryConditions-A104-EXH (Hibulb HVAC edition)

Document Owner: FP&C Director

Prepared By: PMO Office / FP&C, in coordination with ORA and Legal

Contents

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Part VII: Coordination & Procurement Requirements
Part VIII: Cultural Resources Protection & Inadvertent Discovery
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Part I: Purpose, Relationship to the Contract, and Order of Precedence

1.1 Purpose

These Supplementary Conditions state requirements that supplement the Agreement on Tulalip facilities projects delivered under the A104: site safety and security, tribal employment and TERO compliance, cultural resources protection, and standard certifications. They are limited to subjects the Agreement does not specifically address, or that expand or clarify the Agreement's language, so that the A104 and these Supplementary Conditions are used together on every project that uses that form. Other Tulalip contract forms will have their own companion Supplementary Conditions.

This edition is adapted for the Hibulb Cultural Center Mechanical System Replacement, which replaces mechanical equipment and HVAC controls inside the museum and the collections building while both remain occupied. Requirements that do not apply to that Work, such as Owner furnished furniture, underground utilities, erosion and sediment control, and wetland and stream buffers, have been removed. If a change in the Work makes a removed requirement relevant, the Owner will add it by Modification.

1.2 Relationship to the Contract Documents

These Supplementary Conditions form a part of the Contract Documents as Exhibit P to the Agreement and are used together with the Agreement, including its General Provisions (Articles 7 through 21), Exhibits A and D, and the Owner's Project Requirements and Performance Requirements (Exhibits J and K). Where the Agreement specifically addresses a subject, the Agreement controls and these Supplementary Conditions do not restate it. Where these Supplementary Conditions expand or clarify the Agreement, the expansion or clarification applies in addition to the Agreement's provision.

1.3 Order of Precedence

The order of precedence among the Contract Documents is stated in Section 6.2 of the Agreement, which ranks these Supplementary Conditions below Exhibit D and above the General Provisions, the Performance Requirements and Owner's Project Requirements (Exhibits K and J), and the Drawings and Specifications. A conflict that cannot be resolved by that order should be flagged to the FP&C Director and ORA for resolution and, if needed, correction in the next revision of this document.

1.4 References to the Owner's Representative

These Supplementary Conditions refer throughout to the "Owner's Representative," as designated in the Agreement (Article 10). The Owner's Representative may be a Tulalip employee or a consultant designated in writing. Where no Owner's Representative has been designated for a project, every reference to the Owner's Representative in this document 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. See also Part XII, Definitions.

1.5 Applicability

These Supplementary Conditions apply to the Contractor and, through the Contractor, to all Subcontractors and Sub-subcontractors of every tier performing Work on the project. The Contractor is responsible for ensuring that every Subcontractor engaged on the project is made aware of, and complies with, the applicable requirements of this document.

1.6 Jurisdiction and Applicable Law

Governing law and jurisdiction are addressed in the Agreement. The project site is located within the exterior boundaries of the Tulalip Indian Reservation, on land held in trust for the Tulalip Tribes. Nothing in these Supplementary Conditions waives Tulalip's sovereign immunity.

Part II: Site Safety, Security & Contractor Conduct

2.1 Contractor Responsibility for Site Safety and Security

Site safety responsibility is stated in Article 16 of the Agreement. This Part states Tulalip's additional site safety, security, and conduct requirements.

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 that is consistent with what contractors working on the reservation are already trained to and familiar with, the Contractor is required, on every project regardless of funding source, 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.

- 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 its work areas, staging and storage areas, tools, materials and equipment for the duration of the Work, and for the security of Owner furnished materials and equipment once delivered. The museum and the collections building remain occupied and open during the Work. The Contractor must coordinate access, keys, access cards and alarm zones with the Owner's Representative and museum security, must keep doors to collections spaces closed and secured, and must not leave any exterior door or roof hatch open or unattended.
- 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 Contractor Code of Conduct (Part X).

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 executed at contract signing under Part X. 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, fire alarm or fire protection impairment, 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 obtain the prior written approval of the Owner's Representative and the Museum Director (Part VIII, Section 8.8) before any hot work inside, on the roof of, or immediately adjacent to the museum or the collections building, and to schedule that hot work outside public hours.

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 3.8) 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 (1.75 percent of contract value) under the TERO Code. The Contractor pays the TERO fee, and any change order fee, directly to the TERO Department as a Cost of the Work with no Contractor's Fee, as stated in Section 3.4.2.2 of the Agreement and Section A.1.6.10 of Exhibit A.

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 stated in TTC 9.05.100 (see Section 9.6.3.1 of the Agreement), 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

NAOB status carries two preference mechanisms under the TERO Code, and both apply. Preference on the Contractor's own proposal for the prime contract is applied during proposal evaluation as stated in the RFP and is not restated here.

Where the Contractor engages Subcontractors, any Subcontractor registered on the TERO NAOB Registry that submits a proposal within 10 percent of the low bid for a given scope of Subcontract work must be given an opportunity to negotiate for that scope, consistent with the TERO Code's NAOB provisions.

3.5 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.

3.6 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.

3.7 Current TERO Forms

Because TERO forms are periodically updated, the Contractor is responsible for using the current version of each required form, available from the Tulalip TERO Department web page (www.tulaliptribes-nsn.gov/Dept/TERO) or directly from the TERO Office, rather than a copy retained from a prior project. See Appendix A.

3.8 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, and pursue debarment from future Tulalip contracts. 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.

3.9 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. Consolidated here from Part VI, since this is a TERO compliance step rather than a general pre-construction requirement; see Part VI, Section 6.6 for how it fits into the overall pre-NTP checklist sequence.

Part IV: Reserved

Reserved.

Part V: Procurement Contingency

Where the Contract includes an owner's contingency or allowance for scope growth or price escalation, that contingency is administered in accordance with Tulalip's Procurement Contingency Guidelines. The applicable Scope Contingency (SC) and Price Escalation Contingency (PEC) percentages for a given contract are set during the RFP phase for that specific procurement, based on contract type and risk factors, and are stated in the RFP or, for a contract with a Guaranteed Maximum Price, established in the GMP Amendment; they are a project-specific procurement decision, not a fixed rule stated in this exhibit. This Part governs only how contingency, once established for a contract, 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.
- Any use of contingency that changes the contract's cumulative cost must be reported to the TERO Office so that the Contractor pays any additional TERO fee, or receives any refund, on the changed contract amount (Part III, Section 3.2); this applies to a contingency-funded change order the same way it applies to any other change order.

The methodology and typical percentage ranges used to determine an appropriate contingency amount by contract type and risk factor are set out in the standalone Procurement Contingency Administration SOP (FPC-ContingencyAdmin-SOP), for use by FP&C staff and Procurement Officers when structuring an RFP; that guidance informs the percentage set for a specific procurement but is not restated here.

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

- Contractor-provided insurance, including commercial general liability, workers' compensation, professional liability, and pollution liability, is required by Article 17 of the Agreement and is not restated here.

6.2 Owner-Provided Special Inspections

Special inspections required by the Building Permit, such as inspection of equipment anchorage and seismic restraint, 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.

Scheduling of Owner-provided special inspections (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 services in accordance with the Contract Documents, sufficiently in advance of the point in the schedule at which each service is required, so that Owner-provided special inspectors are able to perform their function without delaying the Work. A delay caused by the Contractor's failure to schedule an Owner-provided service in accordance with the Contract Documents is not excusable delay.

6.3 Owner-Provided Insurance

The Owner procures and holds Builder's Risk insurance directly under Section 17.2.2 of the Agreement. This Section states the Contractor's scheduling and reporting responsibilities for that coverage. Contractor-provided insurance is addressed in Section 6.1 and Article 17 of the Agreement.

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 F, rather than in the body of this Section, so they can be updated as placements change without revising this exhibit.

6.3.2 Pollution Insurance

Pollution liability insurance is provided by the Contractor under Section 17.1.9 of the Agreement. The Owner does not procure pollution insurance under these Supplementary Conditions.

6.4 Bonds

- A bid guarantee (5 percent of the bid price) on lump-sum general contractor projects, a performance bond (100 percent of the Contract price), and a payment bond (100 percent of the Contract price) are required on every construction contract that meets or exceeds the bonding threshold in Tulalip's Procurement Policy (currently the Simplified Acquisition Threshold, $250,000).
- Acceptable Sureties. Each bond required under this Section must be issued by a surety company holding a certificate of authority as an acceptable surety on federal bonds, listed in the U.S. Department of the Treasury's Listing of Approved Sureties, Department Circular 570, current as of the date the bond is issued. The penal amount of a bond must not exceed the issuing surety's underwriting limitation as stated in Circular 570; where the required bond amount exceeds a single surety's underwriting limitation, the excess must be covered through coinsurance or reinsurance with one or more other Circular 570-listed sureties, each remaining within its own stated limitation.

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.

Applicable Code Edition and Permit Classification

Work must conform to the 2015 edition of the International Code Council (I-Code) family currently adopted by the Tulalip Land Use Code (Chapter 7.14), unless the Land Use Code has adopted a later edition by the time of a specific project, which the Contractor and the Owner's Representative should confirm before design documents are finalized. Tulalip facilities construction is typically classified as a Type III permit under the Land Use Code's five-tier permit classification (Chapter 7.06, Types I through V); the Owner's Representative will confirm the applicable Type and associated review timeline for a specific project at the outset of permitting, since project scope and location can shift a project into a different Type.

- The Contractor must obtain and maintain, for the duration of the Contract, a current Tulalip Tribes business license and a current Indian trading license issued by the Bureau of Indian Affairs (BIA) under 25 CFR Part 140, and must provide evidence of both to the Owner's Representative before mobilization.
- Design and preconstruction services under Exhibit D of the Agreement, the GMP Amendment (where applicable), 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 for construction is issued.

Tulalip Planning Department Permit and Plan Review Fees

Because the Contractor develops the construction documents as part of its design-build scope, the Contractor is responsible for both the Tulalip Planning Department plan review fees and the Building Permit fees, consistent with Section 9.6.1 of the Agreement and Section A.1.6.3 of Exhibit A. No Contractor's Fee is applied to these fees (Section 3.4.2.2 of the Agreement).

6.6 Notice to Proceed

The Notice to Proceed is issued by the Owner under Section 2.1 of the Agreement once the items above are satisfied, and states the date on which the Contract Time begins to run.

Part VII: Coordination & Procurement Requirements

This Part covers Owner activities and Owner designated vendors the Contractor must coordinate with during construction, and the Contractor's self-performance requirement. Unlike Part VI, these are not pre-construction gating items; they apply throughout the course of the Work.

7.1 Owner Activities in the Construction Schedule

The Contractor must show in the Construction Schedule required by the Agreement the Owner activities that affect the sequence of the Work, so they can be coordinated, including:

- Owner and collections staff reviews and approvals, including design submittals and the Collection Protection Plan (Part VIII, Section 8.8).
- Collections staff relocation and protection of objects, and museum events or closures that limit work hours or access.
- Work by Tulalip Data Services, Salish Networks, Owner provided special inspectors and the Owner's independent commissioning agent.
- Owner furnished asset data templates and assignment of Asset ID numbers (Appendix G).

The Contractor is not responsible for performing these activities. The Owner will provide the information the Contractor needs to schedule them, agree to their durations and logic, and provide status updates when the Contractor requests them.

7.2 Technology, Audio/Visual and Security Vendor Coordination (TDS and Salish Networks)

TDS (network, telecommunications, security systems and audio/visual infrastructure) and Salish Networks (low-voltage cabling and phone systems) are Tulalip's sole-specified vendors for this scope. They are the only vendors acceptable to Tulalip for network infrastructure, audio/visual systems, security systems, and low-voltage (LV) cabling work on Tulalip facilities projects. The Contractor may not substitute another vendor for any part of this scope without the Owner's Representative's prior written approval. Both are Owner vendors, and the Contractor must fully coordinate its work with each, consistent with Article 12 of the Agreement.

- TDS: TDS network, telecommunications, and audio/visual (AV) services are managed and purchased directly by the Owner and are provided by TDS under the Owner's contract with TDS, not the Contractor's. The Contractor is responsible for full coordination with TDS, including providing timely access, pathway, and rough-in coordination, coordinating the network connections TDS provides for the building automation system, sequencing TDS's work with the rest of the Work, and incorporating TDS's field requirements into the construction schedule.
- The Contractor must obtain pricing directly from Salish Networks for that scope and contract directly with Salish Networks for the work, rather than soliciting competing quotes. Because Salish Networks is Tribally owned, its warranty on its work and materials is directly assigned to the Owner, rather than folded into the Contractor's own warranty as a flow-down obligation. The

Contractor must obtain and deliver that direct assignment to the Owner at Substantial Completion, in a form acceptable to the Owner's Representative.

- The Contractor remains responsible for overall coordination, sequencing, and site logistics for both vendors' work, consistent with its general coordination responsibility for the Work under the Agreement.

7.3 Self-Performance Requirement

Section 3.4.2.3 of the Agreement states the 80 percent self-performance requirement and the exclusions from its calculation. In addition, the HVAC work must be self-performed and not brokered to a Subcontractor.

Work by Tulalip Data Services is Owner furnished and is not part of the Cost of the Work or the self-performance calculation.

The Contractor must show its self-performed percentage with the GMP Amendment and on request, and must not reduce it below 80 percent without the Owner's prior written approval.

Part VIII: Cultural Resources Protection & Inadvertent Discovery

8.1 General

The project site lies 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 project-specific cultural resources requirements identified by Tulalip's Cultural Resources Department for a given site.

The Work is primarily interior. Sections 8.2 through 8.6 apply to any Work that disturbs ground, such as new or modified equipment pads, piping or conduit trenches, or temporary chiller connections. The Contractor must identify any such Work during design and notify the Owner's Representative before it is scheduled.

8.2 Pre-Design Cultural Resources Review and Site Letter

For any project involving ground disturbance, coordination with Tulalip's Cultural Resources Department (CRD) occurs before design begins, not at the start of construction. The Owner's Representative will request a review from CRD at the outset of project planning, and CRD will issue a letter stating the cultural resources value and risk level of the site, based on its records and, where warranted, a field assessment. That letter will identify whether a cultural or archaeological monitor must be present during ground-disturbing work and any other site-specific cultural resources requirements, and will inform the project's design and construction sequencing from the outset rather than being addressed after design is complete.

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 Exhibit)

The Contractor is required to execute Tulalip's Inadvertent Discovery Plan (IDP), prepared by the Tulalip Tribes Cultural Resources Department, which the Owner's Representative will provide at contract execution and which 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

Cultural resource discoveries are often invisible from the surface and may be encountered during excavation. Examples identified in the IDP include:

accumulations of shell, burned rock, or other food-related materials; bone, intact or in fragments; a layer of charcoal or dark or oxidized soil with fire-broken rock or artifacts; stone tools or manufacturing waste flakes; modified or stripped trees, particularly cedar; modified natural features such as petroglyphs; agricultural or logging materials, equipment, or structures that may be historic; and clusters of tin cans, bottles, or other debris, buried tracks, decking, or foundations that may be historic.

The Contractor is not expected to determine the age or origin of a discovery, and is not qualified to make that determination. Where there is any doubt about whether something uncovered during the Work may be a cultural resource, the Contractor must treat it as a potential discovery and follow the notification procedure in Section 8.5, rather than attempting to assess its age or significance first.

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

This Part, and the IDP it incorporates, implement the Archaeological Sites and Resources Act (RCW 27.53), the Indian Graves and Records Act (RCW 27.44), the public-records exemption for site-location records (RCW 42.56.300), and, for federally assisted, regulated, or permitted projects, Section 106 of the National Historic Preservation Act. They also implement the Tulalip Tribal Code, including Chapter 7.110 (Environmentally Sensitive Lands), Chapter 7.115 (Culturally Sensitive Lands), and Chapter 8.20 (Environmental Infractions).

8.8 Protection of Museum Exhibits and Collections

This Section applies where the Work is in, above, below, or next to a museum or a museum collections storage building, including the Hibulb Cultural Center and its collections building. The Agreement does not address the care of exhibits and collections, so this Section supplements it. "Museum Director" means the director of the Hibulb Cultural Center, or the person the Owner designates in writing to act in that role.

Protection required. The Contractor shall protect all exhibits, collections, displays, and related storage in the museum and the collections building from damage throughout the Work, including investigation, demolition, construction, testing, commissioning, and closeout.

Museum Director approval. Before starting any Work in or affecting the museum or the collections building, the Contractor shall submit the Collection Protection Plan required by the Owner's Project Requirements (Exhibit J), including its protection measures, to the Museum Director. The Museum Director must approve it in writing before that Work begins, and the Contractor shall revise it as the Museum Director directs. Only Owner-designated museum staff may handle, move, or clean exhibits and collections.

Standard of care. The Collection Protection Plan and the Contractor's protection measures shall follow the National Park Service Museum Handbook, Part I, Museum Collections, to the extent it applies, or other generally accepted museum practice the Museum Director approves. The Museum Director decides how those standards apply to a given condition.

Stop work and reporting. If exhibits or collections are threatened or damaged, the Contractor shall immediately stop the affected Work, secure the area, and notify the Museum Director and the Owner's Representative. The Contractor shall not resume that Work until the Museum Director approves. This Section does not limit the Contractor's responsibility for damage under the Agreement.

Part IX: Environmental & Sensitive Areas Compliance

The Contractor must conduct the Work in compliance with applicable provisions of the Tulalip Tribal Code governing environmental protection, including Chapter 8.20 (Environmental Infractions), and with any Tulalip environmental permit that applies to the Work.

- Spill prevention and response: the Contractor must maintain spill kits appropriate to the materials in use, including glycol, refrigerant oil and water treatment chemicals, and must report any release of a regulated substance to the Owner's Representative and Tulalip Natural Resources immediately.
- Refrigerant: refrigerant removed from existing equipment must be recovered by technicians certified under Section 608 of the Clean Air Act (40 CFR Part 82, Subpart F), using certified recovery equipment, and must not be vented. The Contractor must give the Owner's Representative the recovery records, including refrigerant type and quantity.

- Removed equipment and materials: the Contractor must remove from the site and lawfully dispose of or recycle removed equipment, piping, insulation and fluids, except items the Owner elects in writing to keep.

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

A Proposal Cover Certification is submitted with the bid or proposal itself, at the bid/proposal stage; see Appendix A. The certifications below are separate, later Contract Documents: the Contractor (and, where stated, its Subcontractors) must execute each of them, on Tulalip's current form, at contract execution or before mobilization, whichever occurs first, and they are incorporated into these Supplementary Conditions by reference:

- Certificate of Compliance, acknowledging receipt and review of the solicitation and any addenda.
- Non-Collusion Affidavit, a notarized certification that the bid or proposal was prepared independently and without collusion. 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 (see Part III, Section 3.8).
- Non-Discrimination Certification, a certification that the Contractor does not discriminate in employment or subcontracting on a prohibited basis, maintained for the duration of the Contract.
- Tulalip Tribes Contractor Code of Conduct acknowledgment, executed by the Contractor's designated site representative and made available to all Contractor and Subcontractor personnel working on site.
- A Certification Regarding Debarment, Suspension, and Other Responsibility Matters, consistent with Tulalip's Procurement Policy.
- Inadvertent Discovery Plan, with project-specific personnel information completed; see Part VIII, Section 8.3.

Current versions of each of these forms are available from the Tulalip Tribes procurement/RFP page or from the FP&C Office; see Appendix A.

Part XI: Project Closeout Requirements

Project closeout follows Tulalip's Construction Closeout Checklist, incorporated into these Supplementary Conditions by reference, covering administrative closeout, financial closeout, construction completion and commissioning, owner turnover, warranty and post-occupancy, and archiving and lessons learned. Key Contractor obligations include:

- Designation, no later than 45 days before the anticipated date of Substantial Completion, of a closeout manager on the Contractor's staff who is responsible for assembling and delivering all closeout submittals, warranties, asset data, training records and punch list completion, and who attends closeout coordination meetings with the Owner's Representative through Final Completion.
- Delivery of as-built drawings, operation and maintenance manuals, warranty letters, and commissioning documentation as required by Section 4.2 of the Agreement, including the Salish Networks direct warranty assignment (Part VII, Section 7.2).
- Delivery of Facility Asset Documentation in accordance with Section 11.1 and Appendix G, as a condition of Substantial Completion.
- Delivery of final TERO workforce reporting before final payment is released.
- Records related to the project, including TERO compliance records and safety records, must be retained for a minimum of 3 years after Final Completion.

11.1 Facility Asset Documentation

The Contractor must deliver Facility Asset Documentation in accordance with Appendix G. Submission of complete Facility Asset Documentation no later than 10 days before the anticipated date of Substantial Completion is a condition of Substantial Completion under Section 15.6 of the Agreement, in addition to the conditions stated there. The Owner's acceptance of that documentation is a condition of Final Completion and release of retainage.

Part XII: Definitions

- "Agreement" means the executed AIA Document A104-2017, Tulalip Standard Form of Agreement Between Owner and Contractor, as modified, together with its Exhibits and General Provisions (Articles 7 through 21).
- "Collections building" means the Hibulb Cultural Center collections storage building (pole building).
- "Contractor" means the party awarded the Agreement, and includes its Subcontractors and Sub-subcontractors of every tier where the context requires.
- "Facility Asset Documentation" means the asset data, Asset ID labels and related submittals required by Appendix G.
- "Museum Director" has the meaning given in Part VIII, Section 8.8.
- "Owner's Project Requirements" means Exhibit J to the Agreement, which is Attachment B to the Owner's Request for Proposal.
- "Owner's Representative" means the person or firm, whether a Tulalip FP&C staff member or a consultant, designated in the Agreement as the Owner's Representative under Article 10.
- "Performance Requirements" means Exhibit K to the Agreement, which is Attachment C to the Owner's Request for Proposal.
- "Substantial Completion" has the meaning given in the Agreement and, for this project, also requires submission of complete Facility Asset Documentation as stated in Part XI, Section 11.1.
- "TERO" means the Tulalip Tribes Employment Rights Office, established under Tulalip Tribal Code Chapter 9.05.
- "Work" has the meaning given in the Agreement.

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	www.tulaliptribes-nsn.gov/Dept/TERO	Required before Notice to Proceed
TERO NAOB Application / Re-Certification	www.tulaliptribes-nsn.gov/Dept/TERO	For Subcontractor NAOB status verification
TERO Complaint Form	www.tulaliptribes-nsn.gov/Dept/TERO	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

Form	Current Source	Notes
Construction Closeout Checklist	FP&C Office	Governs closeout sequence, Part XI

Appendix B: Reserved

Reserved.

Appendix C: Reserved

Reserved. The Native preference hiring order is stated in TTC 9.05.100, referenced in Section 9.6.3.1 of the Agreement.

Appendix D: 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 attached as a Contract exhibit 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 E: Reserved

Appendix F: Builder's Risk 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.

F.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, current as of the project's most recent Builder's Risk placement reviewed for this document, 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

Appendix G: Facility Asset Documentation Specification

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

G.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.

It applies to all mechanical, controls and electrical equipment the Contractor installs, and to existing assets the Work removes or replaces.

G.2 Asset Identification and Labels

- 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. Hibulb Asset IDs follow the Owner's existing convention of building, equipment type, floor and sequence (for example, HB H-2-6).
- The Contractor must not assign its own asset numbers. The Contractor must provide and install a durable, permanently attached label showing the Owner assigned Asset ID on each asset, in the format and at the location the Owner designates, before Substantial Completion.
- 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.
- The Contractor must submit a preliminary asset list, giving equipment description, type, location (building, floor and room number), manufacturer and model, with the equipment submittals, so the Owner can assign Asset ID numbers before labels are made and O&M manuals are assembled.
- For each existing asset the Work removes or replaces, the Contractor must identify the existing Asset ID on the Owner's asset list, so the Owner can retire it and link it to its replacement.

G.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 equipment type, using the Owner's asset type names.
- 2. Specific location, including building, floor, and room or space number.

- 3. Manufacturer, model number, and serial number, and capacity or size, voltage, and refrigerant type and charge where applicable.
- 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.

G.4 Format and Delivery

- The Contractor must submit asset data on the Owner-furnished Asset Data Template (electronic spreadsheet format matching the Owner's asset management system import fields), 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.
- O&M manuals, preventive maintenance schedules, warranty certificates, and startup and commissioning reports must be submitted electronically with file names that begin with the Asset ID of the asset they cover.
- As-built drawings and equipment schedules must show the Owner assigned Asset ID for each asset.

G.5 Timing

- The Contractor must submit completed asset data no later than 10 days before the anticipated date of Substantial Completion. Submission is a condition of Substantial Completion (Part XI, Section 11.1).
- The Owner's acceptance of the asset data submittal is a condition of Final Completion and 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.

G.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.

The Hibulb Cultural Center

Mechanical System Replacement

Owner's Project Requirements (OPR)

Attachment B to the Design-Build Request for Proposals
Exhibit J to the Agreement (AIA A104-2017, Tulalip Standard Form with Design-Build)

Tulalip, WA
November 2026

Prepared for: Tulalip Tribes
Prepared by: Crain Advisors, Owner's Representative

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1.0 Introduction

This Owner's Project Requirements (OPR) document states what the Tulalip Tribes need from the replacement of the HVAC and humidity control systems at the Hibulb Cultural Center, 6410 23rd Avenue NE, Tulalip, Washington 98271, and why. It describes the collections environment, the design intent, and the Owner's expectations for design, construction, commissioning and long term operation. The purpose of the project is to protect the Tulalip Tribes' cultural collections, many of which are irreplaceable, and to support museum operations.

These are initial requirements. Tulalip expects to work closely with the selected Design-Build team to evaluate the OPR and the Performance Requirements to balance protection of the assets, control of the environment, accreditation documentation and costs.

1.1 Relationship to Exhibit K

Exhibit K, Performance Requirements, holds the measurable contract requirements. Each requirement has a row number (K-01, K-02 and so on), a standard, a verification method and a responsible party. This OPR cites those rows at the end of each section and does not repeat them. The only values stated in this OPR are the collections design basis in Section 3.2, which Exhibit K carries as rows K-01 to K-06. If this OPR and Exhibit K differ on a numeric value, Exhibit K governs.

The values in this OPR and in Exhibit K are the Owner's requirements. The Design-Builder shall confirm them or recommend changes, with reasons, in its evaluation of the Owner's Criteria (Exhibit D, Section D.4.2), and any change is made by Modification. DB means the Design-Builder, Cx Agent means the independent commissioning agent, and TAB means testing, adjusting and balancing, performed by the independent TAB firm the Design-Builder engages as part of the Work. Section 11.0 lists the open items.

This OPR is issued as Attachment B to the RFP and becomes Exhibit J to the Agreement. The Performance Requirements are issued as Attachment C to the RFP and become Exhibit K. Section 6.2 of the Agreement ranks Exhibit K, then Exhibit J, above the Design-Builder's Drawings and Specifications.

1.2 Governing design references

The 2023 ASHRAE Handbook, HVAC Applications, Chapter 24, Museums, Galleries, Archives, and Libraries, and the ASHRAE standards listed in Appendix A are the governing design references. Where this OPR and Exhibit K are silent on a design practice those references address, the Design-Builder shall follow them, or shall state in writing, with justification, where and why it departs. Guidance from conservation bodies listed in Appendix A explains the conditions the collection needs but is not a compliance test. Where a Proposer believes a requirement cannot be achieved with the existing building envelope or budget, the Proposer shall say so in its proposal and state what it can achieve.

1.3 Scope and exclusions

This is a replacement project in existing buildings. The Design-Builder's scope is to replace the mechanical equipment and HVAC controls serving the Hibulb Cultural Center museum and the collections building, and to establish and hold the collections environment in Section 3.0. The following are limited as stated:

- Fire protection. The existing fire alarm and suppression systems stay in place. The Design-Builder provides only the detection, monitoring, shutdown and control interfaces that the new HVAC equipment requires (Section 4.9).
- Structure. No structural assessment or structural modification is in scope. The Design-Builder is responsible for the support, anchorage and seismic restraint of the equipment it installs (Section 4.10).
- Building envelope. Assessment, testing and a written report are in the Design-Builder's scope (Section 4.8). Envelope repair is not part of this contract. The Owner will procure repairs separately, using the Design-Builder's report as the basis for bidding and for evaluating impacts to design and control.
- Testing, adjusting and balancing. TAB of all air and water systems the Work installs or modifies is in the Design-Builder's scope, performed by an independent certified TAB firm the Design-Builder engages (Section 8.0).
- Passive climate control. Exhibit cases, display enclosures, microclimate packaging and similar passive measures are outside the scope of this RFP.
- Objects. The Owner is responsible for the care, handling, relocation and protection of objects (Section 7.0).
- Owner network. Tulalip Data Services is responsible for the Owner's network, telecommunications and audiovisual systems. The Design-Builder coordinates BAS network connections with Tulalip Data Services (Section 4.6).

2.0 Existing Systems Overview

The existing systems serve the Canoe Hall, Longhouse, Main Exhibit, Temporary Exhibit, Exhibit Prep, Room 106, the collections building and support spaces. Information below comes from the Owner's records, including the 2016 dehumidification drawings, and shall be confirmed in the field.

2.1 Chilled water plant. A chilled water plant with an air-cooled chiller serves the cooling coils and fan coil units. The plant has a single circulation pump with no standby. The Owner's records show one York YCAL0061 air-cooled scroll chiller (HB CH-1-1) on the exterior pad by the loading dock, one Taco base-mounted chilled water pump (HB CWP-1-1) and expansion tanks in Room 108, and no buffer tank. The Design-Builder shall confirm chiller age, capacity, refrigerant and fluid (water or glycol).

2.2 Air handling and fan coil units. Fan coil units and air handling equipment condition the exhibit and support spaces. The Owner's records show fifteen International Environmental fan coil units and relief fan RF-1. The Design-Builder shall document type, capacity, filter capability and zones served, and to map existing zones and duct distribution against the space designations in Section 3.1.

2.3 Humidification. Steam humidifiers provide humidification. The Owner's records show six Armstrong steam humidifiers, models HC6100 and HC5100, 208V three phase (HB H-2-2, H-2-3, H-2-4, H-2-6, H-1-5, HM-1-1), in Rooms 200, 202, 111 and 114. The Design-Builder shall confirm the steam source and water treatment.

2.4 Dehumidification. Desiccant dehumidifiers installed under the 2016 project serve the main building spaces. The Owner's records show a Bry-Air MP-1200 (HB DH-2-4), a Bry-Air MP-900 (HB DH-2-5) and one unit not accessible for survey (HB DH-2-6), in Room 202. The Design-Builder shall confirm units, condition and regeneration source.

2.5 Controls. A building automation system (BAS) controls the equipment, with existing space sensors. The existing system is an Alerton building controller and Alerton field controllers on BACnet MS/TP. It will be replaced with an open protocol Distech BACnet system (Section 4.6). The Design-Builder shall confirm the existing supervisor and sensor condition.

2.6 Electrical. The 2016 electrical sheets show a generator panel and transfer switches. The Owner's records show a Cummins diesel generator (HB GEN-1-1) and automatic transfer switches (HB ATS-1-1, ATS-1-2). The Design-Builder shall confirm the capacity available for the chiller, pumps and controls (Section 6.0).

2.7 Building envelope. The Owner has confirmed moisture intrusion along the north wall of the Main Exhibit gallery. The source and extent are not yet known. The Owner will provide any prior inspection, repair or leak records it has at the start of Phase 1.

2.8 Collections building. The collections building (pole building) contains material storage areas and office and support areas. The Owner's records show three Desert Aire LW series dehumidifiers (AHU-3, AHU-4, AHU-5) with remote air-cooled condensers and two Trane split system heat pumps (CU-1 and CU-2) with indoor air handlers (AHU-1 and AHU-2), all using R-22 refrigerant, with local controls only. No humidifiers are recorded. The Design-Builder shall confirm this equipment in the field.

The Design-Builder shall document existing conditions before design is finalized and shall advise the Owner where existing systems or conditions do not comply with this document.

3.0 Collections Environment and Design Basis

3.1 Spaces

Collections spaces are held to the design basis in Section 3.2. They are the Canoe Hall, Longhouse, Main Exhibit, Temporary Exhibit, Exhibit Prep, Room 106, and the material storage areas of the collections building. Room 106 is gallery grade space. The material storage areas of the collections building are held to the same requirements as exhibit space.

Support spaces are conditioned for occupant comfort under ASHRAE 55 and are not held to collections criteria. They include offices, retail, restrooms, Room 107 (Receiving), Room 132 (Storage) and the office and support areas of the collections building.

Space designations are shown on the Owner's collections building plan (RFP Attachment F.5). On the collections building plan, areas shown in green are collections space and areas shown in yellow are office and support space.

3.2 Design basis: Class of Control AA

The design basis for all collections spaces is ASHRAE Class of Control AA (precision control, no seasonal change in relative humidity), as defined in the 2023 ASHRAE Handbook, HVAC Applications, Chapter 24. The museum's operating band and the original temperature design intent are set within or tighter than the Class AA limits, and the values below govern.

Parameter	Requirement for collections spaces
Relative humidity operating band	40% to 55% RH. Conditions shall not leave this band in normal operation.
Relative humidity set point	47.5% RH, fixed year round. No seasonal change to the

Parameter	Requirement for collections spaces
	humidity set point.
Short term fluctuation, relative humidity	Not more than plus or minus 5% RH from the set point.
Temperature set points	Heating 65°F, cooling 68°F, matching the original design intent.
Temperature tolerance	Plus or minus 2°F of the active set point. Space temperature not below 63°F or above 70°F in normal operation.
Temperature set point changes	No faster than 3.6°F (2 K) per 7 days.
Spatial gradient between sensors	Not more than 3% RH and 2°F at locations where objects are permitted.
Interim limits during outages	35% to 60% RH and 55°F to 80°F.

3.3 How compliance is measured

Short term fluctuation means any change over a period shorter than 30 days for relative humidity and shorter than 7 days for temperature, measured against the current set point. The limits include gradients between locations where objects are permitted. Compliance is measured at the space sensors and the independent data loggers in Section 4.1. Locations where objects are not permitted, such as directly in front of supply outlets or against exterior walls, will be identified on the drawings and excluded from the gradient requirement.

3.4 Annual average and baseline

The annual average is the humidity and temperature history to which the collection has acclimatized. The Owner will provide the three year BAS trend history of the existing system as the baseline, and the relative humidity set point will be confirmed against that history in the evaluation of the Owner's Criteria. The Design-Builder shall not change set points without written Owner approval.

3.5 Records for lenders and collections staff

No loan agreement sets the design basis. The museum does need to show lenders and other institutions the conditions its collections are kept in. The BAS shall therefore keep and report, for each collections space, the rolling 24 hour swing and the annual minimum and maximum of relative humidity and temperature, so that the museum can give a lender validated data without manual calculation.

Performance requirements: Exhibit K, K-01 to K-07.

4.0 New HVAC System Requirements

The Design-Builder shall propose the system configuration and justify it against this OPR and Exhibit K. The requirements apply whatever configuration is selected.

4.1 Zoning, sensors and data loggers

- Collections and support spaces shall be on separate control zones, and spaces with different requirements shall not share one control point.

- The existing zoning and duct distribution may not match the space designations in Section 3.1. The Design-Builder shall map them before design is finalized and propose how to correct any mismatch.
- Control shall be from temperature and humidity sensors in the space, not from return air sensors alone. VAV and terminal reheat shall not be the primary means of zoning collections spaces.
- Dew point sensors are encouraged for control or verification because they drift less.
- The Design-Builder shall provide a written sequence of operations covering normal, dehumidification, humidification, set point change, power loss and restart, and fault modes.

Performance requirements: Exhibit K, K-08 to K-10.

4.2 Cooling, dehumidification and comfort

The Design-Builder may retain, modify or replace the existing desiccant and cooling based dehumidification approach, and shall justify the selection with a life cycle cost comparison and the heat recovery or reheat source used. Design loads shall include infiltration, and the outdoor design conditions used shall be stated. Exhibit spaces shall be quiet enough for museum use.

Performance requirements: Exhibit K, K-11 and K-12.

4.3 Humidification

- Humidifiers shall be located downstream of cooling and heating coils, preferably in the primary air handling unit, and not above collections.
- Where a humidifier cannot avoid a location above collections, the duct approaching and downstream of it shall have a catch pan with a drain and a water alarm.
- Materials shall resist mold growth, and downstream ductwork shall be drained.

Performance requirements: Exhibit K, K-13.

4.4 Filtration and air quality

Air serving collections spaces shall be filtered to protect the collection from particulates, and outdoor air intakes shall be located away from exhaust, vehicle and irrigation sources. Materials used in the air stream or near collections shall be approved by the Owner's collections staff.

Performance requirements: Exhibit K, K-14 and K-15.

4.5 Outdoor air, economizers and pressurization

- Outdoor air shall be limited to the minimum needed under ASHRAE 62.1, with means to reduce it further when the building is closed. Carbon dioxide demand control is encouraged for assembly spaces.
- Outdoor air intakes shall have modulating dampers balanced with return air dampers.
- The design shall not worsen stack effect or create negative pressure that draws moisture through the envelope.

Performance requirements: Exhibit K, K-16 to K-18.

4.6 Controls and building automation

- The BAS shall retain set points and restart automatically after a power loss. The BAS shall be an open protocol Distech BACnet system integrated with the Owner's existing building automation supervisor.
- Alarm limits shall warn staff before conditions leave the allowed band, and alarms shall reach both facilities and collections staff.
- The BAS shall measure, calculate and record the ranges in Section 3.0 for every collections space, so that the Owner can show conformance, and give lenders the records in Section 3.5, from stored data without manual calculation.
- Tulalip Data Services is responsible for the Owner's network. The Design-Builder coordinates BAS network connections with Tulalip Data Services.

Performance requirements: Exhibit K, K-19 to K-24.

4.7 Water protection

Water must not reach the collection. Water bearing equipment and piping shall be kept away from collections, and chilled water piping shall be designed so a leak can be isolated quickly.

Performance requirements: Exhibit K, K-25.

4.8 Building envelope

A Class AA environment in the Pacific Northwest marine climate (ASHRAE Standard 169 climate zone 4C, marine) depends on an envelope with controlled thermal flows, air leakage and moisture vapor flows. The Owner has confirmed moisture intrusion along the north wall of the Main Exhibit gallery.

The Design-Builder shall assess and test the envelope of the museum and the collections building, starting with that wall, and report to the Owner before design is finalized. The report has two purposes. It states what the envelope allows the HVAC system to achieve, with options and cost estimates where the envelope limits the required conditions. It also gives the Owner enough information to bid the envelope repairs as a separate scope. Envelope repair is not part of this contract. The new HVAC system shall not worsen the moisture condition, for example through negative building pressure, humidification set points or surface temperatures that cause condensation.

Performance requirements: Exhibit K, K-26 and K-27.

4.9 Fire protection interfaces

The existing fire alarm and suppression systems are not being replaced or modified. The Design-Builder shall provide the duct smoke detection, shutdown and restart, damper and monitoring connections that the new mechanical equipment and controls require, and shall coordinate them with the Owner's fire alarm contractor and the authority having jurisdiction. NFPA 909 is a reference for protecting the collection and shall be followed where it applies to those connections.

Performance requirements: Exhibit K, K-28.

4.10 Equipment support and structure

No assessment or modification of the existing structure is included. The Design-Builder is responsible for supporting and restraining everything it installs and shall notify the Owner in writing of any existing structural condition it finds that affects the work.

Performance requirements: Exhibit K, K-29.

5.0 Sustainable Design and Energy Efficiency

The Owner's priority is stable collections conditions, with efficiency pursued without compromising set points. Narrow control can be energy intensive, so the Owner wants control approaches that hold the design basis efficiently. Proposers are invited to offer, as priced options, strategies that reduce energy and operating cost, such as variable speed pumping and fans, heat recovery or reheat from the cooling process, efficient desiccant regeneration, and electrification of equipment where the electrical service allows. Each option shall state its effect on collections conditions, reliability and space needs.

Performance requirements: Exhibit K, K-30.

6.0 System Redundancy and Resiliency

The system shall be designed for reliability and minimal downtime. Full duplication of equipment is not typical in cultural facilities. The Owner instead expects reliability and resiliency planning, in which credible failure scenarios are identified and the response to each is designed. At minimum:

- Chilled water pumps shall be N+1, and the plant shall include a piping and electrical connection for a temporary chiller.
- A multi circuit chiller or a second chiller shall be evaluated in Phase 1 and priced as an option if the Owner selects it.
- Outdoor air dampers shall fail closed, and the design shall describe how collections are protected during an extended outage.
- Backup power for the chiller, pumps and controls shall be reviewed, including generator capacity, fuel and siting (Section 2.6).
- Spare equipment that could shorten a repair shall be identified for the Owner to purchase.

Performance requirements: Exhibit K, K-31 and K-32.

7.0 Construction Phase Requirements

The Design-Builder shall prepare a Collection Protection Plan for Owner approval before work begins, prepared consistent with the National Park Service Museum Handbook, Part I, and shall phase the work with museum management and collections staff. Hot work, wet work, solvents, adhesives, sealants and paints shall be approved in advance by the Owner, and materials shall be selected to avoid off gassing near collections. Temporary humidity and temperature control shall be provided during any outage so collections stay within the interim limits in Section 3.2.

The Owner is responsible for the care, relocation and protection of objects. The Design-Builder is responsible for protecting exhibit cases, finishes, the Canoe Hall and Longhouse structures and other fixed features from damage, dust, moisture and vibration, and shall observe the Owner's cultural access protocols throughout the work.

Performance requirements: Exhibit K, K-33 to K-40.

8.0 Commissioning, Verification and Acceptance

Final acceptance shall be based on successful commissioning by an independent commissioning agent, verification of the requirements in Exhibit K, and submission of complete documentation. The process shall include design conformance checks, cleaning and flushing, start up in accordance with manufacturers' procedures, verification of start up and shut down sequences, testing and balancing, functional performance testing, and a data logger study of spatial uniformity. Testing, adjusting and balancing is part of the Design-Builder's Work and shall be performed by an independent certified TAB firm, so that the balance the system depends on is verified by a party that did not install it, and shall be complete before functional performance testing begins. Because Tulalip has wide seasonal swings in thermal and moisture loads, performance verification shall include deferred seasonal testing and monitoring for 12 months after acceptance. The Design-Builder shall correct deficiencies attributable to the work during the correction period.

Performance requirements: Exhibit K, K-41 to K-43.

9.0 Training, Documentation and Maintainability

The systems must be accessible, maintainable and support long-term sustainability, with a design service life of at least 25 years and planned component replacement intervals. Facilities staff shall be familiar with this OPR and the design intent, so training shall begin with the fundamentals of the design, followed by the O&M manual, hands on practice and troubleshooting. Documentation and asset labeling shall fit the Owner's asset management program.

Performance requirements: Exhibit K, K-44 to K-52.

10.0 Emergency Management

An emergency operations plan shall be established for HVAC and utility outages. It shall cover response procedures, interim humidity and temperature control for collections spaces, the temporary chiller connection, backup power connections and the alarm call tree, and it shall be tested on a regular schedule.

Performance requirements: Exhibit K, K-53.

11.0 Items to Verify and Owner Decisions

Items for the Owner and collections staff are resolved during the evaluation of the Owner's Criteria (Exhibit D, Section D.4.2), with the Design-Builder's recommendations. Items for the Design-Builder are verified during design.

Owner and collections staff

- Relative humidity set point within the 40% to 55% band, confirmed against the three year BAS history.
- Whether to keep a separate spatial gradient limit between sensors.
- Humidifier source water: clean steam, deionized or reverse osmosis, on the Design-Builder's recommendation.
- Final filter grade for collections spaces (MERV 13 or MERV 15) and the gaseous filtration option.
- Number and location of independent data loggers, and whether Owner or Design-Builder furnished.
- Integration with the existing BAS supervisor, and trend data retention period. The BAS platform is Distech (Section 4.6).
- Whether to carry standby power improvements and the multi circuit or second chiller option in the GMP.
- Interim limits during outages, vibration limits and the NC target.
- Prior inspection, repair and leak records for the north wall of the Main Exhibit gallery.

Design-Builder

- Existing equipment type, capacity, age and condition, including the chiller, pump, humidifiers, dehumidifiers and BAS.
- Existing zones and duct distribution compared with the space designations in Section 3.1.
- Existing exhaust, return and pressure relationships between spaces.
- Whether existing piping, ductwork, filter housings and electrical service can be reused or must be replaced.
- Available space for new equipment, including any heat recovery equipment.
- Permitting authority and applicable edition of the energy code.
- Source and extent of the north wall moisture intrusion, from the envelope assessment.

Appendix A Referenced Codes, Standards and Guidance

The design and construction shall comply with the following, in the editions adopted and in effect at the time of permitting:

- 2023 ASHRAE Handbook, HVAC Applications, Chapter 24, Museums, Galleries, Archives, and Libraries (governing design reference for the collections environment, Class of Control AA as stated in Section 3.2)
- ASHRAE Standard 62.1, Ventilation for Acceptable Indoor Air Quality
- ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy (support spaces)
- ASHRAE Standard 90.1 and the Washington State Energy Code, as applicable
- ASHRAE Standard 135, BACnet
- ASHRAE Standard 160, Criteria for Moisture Control Design Analysis in Buildings, and ASHRAE Standard 169, Climatic Data for Building Design Standards (envelope assessment and climate zone)
- ASHRAE Standards 15 and 34, refrigerant safety and classification, including A2L refrigerants
- ASHRAE Guideline 0 and Standard 202, commissioning
- NFPA 90A, NFPA 70, and the International Mechanical Code with Washington State amendments; NFPA 909 for the fire protection interfaces in Section 4.9 only

- National Park Service Museum Handbook, Part I (Collection Protection Plan, Section 7.0)
- Applicable Tulalip Tribes building, permitting and inspection requirements

The following are conservation reference guidance. They explain the conditions the collection needs, are to be considered in the design, and are not code requirements or a compliance test: the 2014 ICOM-CC and IIC Declaration on Environmental Guidelines and the Bizot and AIC interim guidelines it reproduces; AIC and Smithsonian environmental guidance; the National Park Service Conserve O Gram series; and EN 15757.

The Hibulb Cultural Center: Mechanical System Replacement

Exhibit K to the Agreement (RFP Attachment C), Performance Requirements | Issued November 6, 2026

These are the measurable contract requirements. Exhibit J, Owner's Project Requirements (RFP Attachment B), cites them by row number. Where Exhibit J and this Exhibit differ on a numeric value, this Exhibit governs. The DB shall confirm these values or recommend changes, with reasons, in its evaluation of the Owner's Criteria (Exhibit D, Section D.4.2), and any change is made by Modification. DB means the Design-Builder, Cx Agent the independent commissioning agent, TAB the independent testing, adjusting and balancing firm the DB engages as part of the Work.

Row	OPR Section	Category	Requirement	Standard	Verification Method	Responsible Party
K-01	3.2	Collections Environment	**Relative Humidity**	Maintain relative humidity at the set point of 47.5% RH in all collections spaces (Canoe Hall, Longhouse, Main Exhibit, Temporary Exhibit, Exhibit Prep, Room 106, and the material storage areas of the collections building). The set point is fixed year round with no seasonal change (ASHRAE Class of Control AA). In normal operation, relative humidity shall not leave the Owner's	BAS trend logs / independent data loggers / commissioning report	Design-Builder (DB) / Cx Agent
K-02	3.2	Collections Environment	**Short Term RH Fluctuation**	Hold relative humidity within plus or minus 5% RH of the set point for any fluctuation shorter than 30 days, including gradients between locations where objects are permitted.	BAS trend logs / independent data loggers	DB / Cx Agent
K-03	3.2	Collections Environment	**Temperature**	Maintain collections spaces at a heating set point of 65°F and a cooling set point of 68°F, within plus or minus 2°F of the active set point. In normal operation, space temperature shall not fall below 63°F or rise above 70°F. Any change to a temperature set point shall be made no faster	BAS trend logs / independent data loggers / commissioning report	DB / Cx Agent
K-04	3.2	Collections Environment	**Spatial Uniformity**	Conditions within a single collections space shall vary by no more than 3% RH and 2°F between sensors at locations where objects are permitted. Locations where objects are not permitted are identified on the drawings and excluded.	Commissioning data logger study	Cx Agent
K-05	3.2	Collections Environment	**Time Out of Range**	An excursion outside the limits in K-01 to K-03 lasting more than 4 hours shall generate an alarm. An excursion lasting more than 24 hours requires a written corrective action report to the Owner.	Alarm log / corrective action reports	DB (first 12 months) / Owner
K-06	3.2	Collections Environment	**Interim Limits During Outages**	During any planned or unplanned outage, collections spaces shall remain between 35% and 60% RH and 55°F and 80°F, using temporary equipment as needed.	Shutdown and contingency plan / trend logs	DB / Owner
K-07	3.1	Collections Environment	**Thermal Comfort, Support Spaces**	Condition support spaces for occupant comfort under ASHRAE 55 and maintain interior temperature within plus or minus 2°F of set point. Support spaces include offices, retail, restrooms, Room 107 (Receiving), Room 132 (Storage) and the office and support areas of the	BAS trend logs / commissioning report	DB / Cx Agent
K-08	4.1	System Performance	**Zoning and Control Sensors**	Collections spaces shall be on control zones separate from support spaces, and spaces with different requirements shall not share one control point. Before design is finalized, map the existing zones and duct distribution against the space designations in OPR Section 3.1 and, where existing ductwork serves both collections and support spaces, propose rezoning or separate equipment, or justify the arrangement in writing. Control shall be from temperature and humidity sensors in the space, not from return air sensors alone. VAV and terminal reheat shall	Zoning map / design review / commissioning	DB / Cx Agent
K-09	4.1	System Performance	**Sensor Accuracy and Calibration**	Space temperature and humidity sensors used for control, logging and conformance shall have accuracy of 0.2 K (0.36°F) and 2% RH or better, with response within 1 minute (temperature) and 2 minutes (humidity). Provide factory calibration certificates traceable to a national standard and written recalibration guidance. Verify each sensor against a calibrated reference instrument at commissioning and again at the end of the 12 month verification period, and recalibrate or replace any sensor reading outside its accuracy. Calibration records are closeout documents.	Submittal review / calibration records / field verification	DB / Cx Agent
K-10	4.1	System Performance	**Independent Data Loggers**	Furnish and install stand alone temperature and humidity data loggers in collections spaces, in the number and locations accepted by the Owner during design, separate from BAS sensors, with calibration certificates, for the commissioning study and the 12 month verification period.	Logger data compared with BAS data	DB / Cx Agent
K-11	4.2	System Performance	**Latent Capacity**	Equipment shall have adequate latent capacity at design peak conditions. Proposals shall show sensible and latent capacity, the achievable supply air dew point, the outdoor design conditions used and the infiltration allowance.	Design submittal / load calculations	DB / Cx Agent
K-12	4.2	System Performance	**Noise Control**	NC 40 or lower in exhibit spaces.	Sound measurement report	DB
K-13	4.3	System Performance	**Humidification Water Quality**	Humidification shall use clean steam or deionized or reverse osmosis water. No treated building heating steam. Prevent standing water, drain downstream ductwork, and locate humidifiers downstream of coils and not above collections. Source water is recommended by the DB and	Design review / commissioning	DB

The Hibulb Cultural Center: Mechanical System Replacement

Exhibit K to the Agreement (RFP Attachment C), Performance Requirements | Issued November 6, 2026

These are the measurable contract requirements. Exhibit J, Owner's Project Requirements (RFP Attachment B), cites them by row number. Where Exhibit J and this Exhibit differ on a numeric value, this Exhibit governs. The DB shall confirm these values or recommend changes, with reasons, in its evaluation of the Owner's Criteria (Exhibit D, Section D.4.2), and any change is made by Modification. DB means the Design-Builder, Cx Agent the independent commissioning agent, TAB the independent testing, adjusting and balancing firm the DB engages as part of the Work.

Row	OPR Section	Category	Requirement	Standard	Verification Method	Responsible Party
K-14	4.4	System Performance	**Air Filtration and Quality**	Air serving collections spaces: MERV 13 or better, which shall also protect the cooling coils; MERV 15 (at least 85% on 0.3 to 1 micron particles) is evaluated and priced as an option. Units serving support spaces only: MERV 11 or better ahead of cooling coils. Filter frames shall seal without bypass. No ozone generating devices. Evaluate and price, as an option, gaseous contaminant	Submittal review / TAB report	DB / TAB
K-15	4.4	System Performance	**Materials Near Collections**	Materials in the air stream or near collections shall be low emitting and approved by the Owner's collections staff before use. Oddy test results may be requested.	Submittal review	DB / Owner
K-16	4.5	System Performance	**Ventilation / Air Quality**	Provide outdoor air in accordance with ASHRAE 62.1 for all occupied spaces.	TAB and Cx reports	DB / TAB
K-17	4.5	System Performance	**Outdoor Air and Economizers**	Limit outdoor air to the minimum needed under ASHRAE 62.1, with means to reduce it when the building is closed. Outdoor air dampers shall be modulating and fail closed. No air side economizers for collections spaces unless shown by bin analysis and controlled by combined dry	Design review / sequence of operations	DB / Cx Agent
K-18	4.5	System Performance	**Pressurization**	Interior pressure neutral to slightly positive, avoiding negative pressure relative to outdoors in collections spaces. Equal supply and return capability to each zone for recirculation.	TAB report / commissioning	DB / TAB
K-19	4.6	System Performance	**Controls Integration**	Provide a BACnet compliant BAS with live trending and alarms for major systems, integrated with the Owner's existing building automation supervisor, using an open protocol Distech BACnet system. Coordinate network connections with Tulalip Data Services, which is responsible	BAS interface demonstration	DB
K-20	4.6	System Performance	**Monitoring and Reporting**	Trend humidity and temperature in every collections space at 15 minute intervals. Store at least 3 years of trend data on the BAS and provide export in CSV or an equivalent open format. Provide monthly environmental conformance reports for the first 12 months after acceptance.	Monthly reports	DB
K-21	4.6	System Performance	**Range Tracking and Conformance Calculation**	The BAS shall calculate and display, for each collections space and updated at least hourly: the current set point; the swing (maximum minus minimum) of relative humidity and of temperature over the rolling 24 hours; the largest deviation of relative humidity from set point in any rolling 30 day period; the largest deviation of temperature from the active set point in any rolling 7 day period; the spatial gradient between permitted sensor locations; the rate of any set point change; time out of range; and the annual average relative humidity and temperature. Each value shall be shown against its limit in this Exhibit, with a warning alarm at 80% of the limit and an alarm at	BAS demonstration with test data / monthly reports	DB / Cx Agent
K-22	4.6	System Performance	**Collections Environment Records**	The BAS shall produce on demand, for each collections space and any date range, a report of the rolling 24 hour swing and the annual minimum and maximum of relative humidity and temperature, generated from stored data without manual calculation, in PDF and CSV. The report is for the museum to give to lenders and other institutions to validate conditions.	BAS demonstration with test data	DB / Cx Agent
K-23	4.6	System Reliability	**Alarm and Response**	Integrate alarms into the BAS with remote notification through a three level call tree reaching facilities and collections staff. The first level shall be notified within 60 seconds. If there is no acknowledgment the next level is notified 30 minutes later, and so on, looping until acknowledged. Alarms include humidity, temperature, equipment fault, leak detection and loss of power. The BAS shall retain set points and restart automatically after a power loss.	Alarm response test report	DB
K-24	4.6	System Reliability	**Predictive Maintenance Readiness**	Provide differential pressure monitoring across filters at main air handling and dehumidification units, and trend VFD and equipment data from the chiller and pumps through the BAS. Not required at terminal units.	Sensor installation verification	DB / Cx Agent
K-25	4.7	Collections Protection	**Water Protection**	No water bearing piping, humidifier or condensate drains over exhibits or collections without drip pans and leak detection with BAS alarms. Chilled water piping shall have isolation valves located so a leak can be isolated quickly.	Design review / field inspection	DB

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Row	OPR Section	Category	Requirement	Standard	Verification Method	Responsible Party
K-26	4.8	Building Envelope	**Envelope Assessment, Testing and Report**	Assess and test the existing envelope of the museum and the collections building as it affects HVAC performance (air leakage, vapor control, condensation risk, moisture sources), beginning with the north wall of the Main Exhibit gallery. Testing methods (for example air leakage testing, thermal imaging and moisture content readings, or equivalents) shall be proposed by the DB and approved by the Owner. Deliver a written report before design is finalized that states any limit the envelope places on the required conditions and any way the HVAC design could worsen existing moisture, and that gives enough information for the Owner to bid the repairs: conditions found and their likely causes, locations and extent, recommended repair approach and details, approximate quantities, sequencing with the HVAC work, and an opinion of probable cost.	Written assessment and test report / Owner review	DB
K-27	4.8	Building Envelope	**North Wall Monitoring**	Install at least two temperature and humidity sensors or loggers along the interior of the north wall of the Main Exhibit gallery, reporting to the BAS, from the start of design through the 12 month verification period. Use the data in the envelope report and in the pressurization and	BAS trend logs / envelope report	DB
K-28	4.9	System Performance	**Fire and Life Safety Interfaces**	Provide duct smoke detection, fan and damper shutdown, and BAS monitoring points for new equipment as required by NFPA 90A and the International Mechanical Code. Show alarm and shutdown status in the BAS. Coordinate shutdown and restart sequences with the Owner's fire alarm contractor. No other changes to fire alarm or suppression systems are included. Do not impair fire protection without Owner and authority having jurisdiction approval.	Design review / acceptance test with the authority having jurisdiction	DB
K-29	4.10	System Performance	**Equipment Support and Anchorage**	Design and install supports, anchorage and seismic restraint for all new equipment, piping and ductwork to the adopted building code. Notify the Owner in writing of any existing structural condition found that affects the work.	Engineer calculations / field inspection	DB
K-30	5.0	System Performance	**Energy Efficiency**	Goal: reduce HVAC energy consumption by 20% or more compared with the 3 year baseline of the existing systems, normalized for weather, without compromising collections set points. Proposers shall state the expected savings.	12 month energy monitoring and comparison study	DB / Owner
K-31	6.0	System Reliability	**Redundancy and Resiliency**	Critical systems are the chilled water plant pumps, chiller capacity and the humidification and dehumidification serving collections spaces. Provide N+1 on chilled water pumps and a provision (piping connection and electrical) for a temporary chiller. Provide a resiliency plan describing how conditions are held during equipment failure, repair and power loss. Support spaces are not	Design submittal review / Cx verification	DB
K-32	6.0	System Reliability	**Equipment Quality**	Specify Tier 1 manufacturers with a 15 year or longer parts support guarantee.	Manufacturer documentation	DB
K-33	7.0	Minimal Disruption and Collections Protection	**Phasing and Collection Protection Plan**	Limit work to one HVAC zone offline at any time. An approved phasing plan and an Owner approved Collection Protection Plan, prepared consistent with the NPS Museum Handbook, Part I, are required before work begins.	Construction phasing schedule / Collection Protection Plan	DB / Owner
K-34	7.0	Minimal Disruption and Collections Protection	**Work Hours**	Noisy, dusty or vibration producing work in or near exhibit and collections spaces shall occur outside public hours, as set by the Owner.	Construction observation / daily logs	DB
K-35	7.0	Minimal Disruption and Collections Protection	**Dust Control**	Maintain negative air pressure in work zones relative to adjacent collections spaces, at a minimum differential of 0.01 in. w.g. (2.5 Pa), with handheld or installed differential pressure monitoring logged daily.	Differential pressure logs	DB
K-36	7.0	Minimal Disruption and Collections Protection	**Construction Cleanliness**	Keep incomplete piping and ductwork closed or sealed during installation. Deliver and store equipment clean and protected.	Field inspection / daily logs	DB
K-37	7.0	Minimal Disruption and Collections Protection	**Vibration**	Vibration near exhibits and collections during demolition, anchoring and equipment moves shall not exceed limits set by the Owner's collections staff.	Vibration monitoring records	DB / Owner
K-38	7.0	Minimal Disruption and Collections Protection	**Communication Protocol**	Provide 72 hour advance notice for any operational disruption. Weekly coordination meetings are required.	Meeting minutes / disruption notices	Owner's Rep
K-39	7.0	Minimal Disruption and Collections Protection	**Shutdown Duration**	No shutdown of temperature or humidity control to a collections space shall exceed 8 hours without Owner approved interim control meeting K-06. Restore within 2 hours any unplanned outage caused by the work.	Shutdown and contingency plan report	DB / Owner

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Row	OPR Section	Category	Requirement	Standard	Verification Method	Responsible Party
K-40	7.0	Minimal Disruption and Collections Protection	**Cultural Protocols and Access**	Observe the Owner's cultural access protocols, escort requirements and restrictions on photography and recording throughout the work.	Owner observation	DB
K-41	8.0	Commissioning and Acceptance	**Testing, Adjusting and Balancing**	TAB is part of the Work. The DB shall engage an independent TAB firm certified by AABC, NEBB or TABB that is not the installing contractor and has no financial tie to it. The TAB firm shall test, adjust and balance all air and water systems the Work installs or modifies, including existing distribution that remains in service: verify existing airflows and water flows before design where the design relies on them; balance to design values within plus or minus 10%; verify outdoor air quantities, zone pressurization relationships and filter pressure drops; and issue a certified report. TAB shall be complete before functional performance testing. The Cx Agent will spot check 10% of reported values, and the DB shall rebalance and retest at no cost to the Owner if the spot check fails.	Certified TAB report / Cx Agent spot check	DB (TAB firm) / Cx Agent
K-42	8.0	Commissioning and Acceptance	**Commissioning and Validation**	Achieve 100% functional performance testing of all mechanical and control systems before acceptance, including pressure testing of air and water systems, sensor calibration checks, flushing of water systems and operation of air systems with construction filters until clean. Deferred seasonal testing shall demonstrate both humidification and dehumidification, with	Final commissioning report sign off	Independent Cx Agent
K-43	8.0	Commissioning and Acceptance	**Environmental Conformance**	Collections spaces shall be within the limits in K-01 to K-04 for at least 98% of hours during the first 12 months after acceptance. The DB shall investigate and correct, at no cost to the Owner, deficiencies attributable to the work during the correction period.	BAS trend logs / independent data loggers	Owner / Cx Agent / DB
K-44	9.0	Long-Term	**Accessibility**	Maintain 36 inch or greater service clearance around all major equipment.	Field inspection / O&M review	DB
K-45	9.0	Long-Term Maintainability	**Documentation**	Provide digital as-built drawings (CAD or BIM) with systems labeled in alignment with asset identification labels. Closeout documents shall include the OPR, design intent, submittals, inspection reports, calibration records, test and balance reports, sequence of operations, start up and shut down procedures, maintenance schedules and troubleshooting procedures.	As-built and O&M submittals	DB
K-46	9.0	Long-Term Maintainability	**Asset Identification**	Provide and install asset identification labels on equipment, components and associated systems in alignment with the Owner's asset management program and labeling designation. Labeled assets include main components of the mechanical systems such as chillers, pumps, humidifiers, dehumidifiers, air handling units, fan coil units, exhaust fans and controllers.	Field inspection at closeout	DB
K-47	9.0	Long-Term Maintainability	**O&M Manuals**	O&M manuals and preventive maintenance schedules shall be submitted electronically with the file name matching the asset identification label.	O&M submittals	DB
K-48	9.0	Long-Term Maintainability	**Training**	Provide at least 16 hours of on-site maintenance staff training plus a 12 month refresher. Training covers design intent, the O&M manual, hands-on service and control adjustments, basic troubleshooting, and use of the BAS monitoring and reporting features.	Training attendance records	DB / Owner
K-49	9.0	Long-Term Maintainability	**Service Agreements**	Optional: price a 3 year preventive maintenance contract with quarterly inspections and an annual system performance review.	Service logs / contract records	DB / Owner
K-50	9.0	Long-Term	**Life-Cycle Optimization**	Target a system life of 25 years or more with planned component replacement intervals.	Life-cycle cost analysis	DB
K-51	9.0	Long-Term Maintainability	**Critical Spares**	Identify critical spares by asset and specifically identify those with a lead time of more than 14 calendar days. The Owner may elect to purchase identified spares.	Spare parts list / supplier confirmation	DB
K-52	9.0	Long-Term Maintainability	**Standard Components**	The design team shall consider the use of standard off the shelf components where feasible.	Submittal review	DB
K-53	10.0	System Reliability	**Emergency Operations Plan**	Provide an emergency operations plan for HVAC and utility outages covering response procedures, interim control meeting K-06, the temporary chiller connection, backup power connections (existing Cummins generator, OPR Section 2.6), and the alarm call tree contact lists.	Plan submittal / demonstration record	DB / Owner

TULALIP TRIBES

Proposal Form and Cover Certification

SUBMITTED AS PART OF THE PROPOSAL

Project Name:	**Hibulb Cultural Center Mechanical System Replacement**
RFQ/P No.:	2026-024
Company Name:	
Address:	
Contact Name and Title:	
Phone / Email:	
Washington UBI No.:	**UBI Expiration Date:**

The undersigned offers and agrees to provide the services described in the Request for Qualifications and Proposals for the above project. The undersigned understands that a false statement may disqualify this proposal from consideration or be cause for contract termination and certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, financial ability, age, or other non-job-related factors.

☐ Resident Firm ☐ Non-Resident Firm

☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Joint Venture ☐ Other: _____

Has your firm been disqualified from bidding or proposing on a Tribal or public project? (Y/N; if yes, attach explanation, project, agency, date, and current status):	
Has your firm had a Tribal or public contract terminated? (Y/N; if yes, attach explanation, project, agency, date, and reason):	

1. Addenda Acknowledgment

The Proposer acknowledges receipt of the following addenda. Enter "None" if no addenda were issued.

Addendum No.	Date	Addendum No.	Date

2. Proposed Pricing

Enter the amounts below. They must agree with the Proposer's Fee Matrix (Attachment E). If they differ, this form governs.

Item	Basis	Proposed amount
Lump sum design and preconstruction cost, including design services (all disciplines), the building envelope assessment, testing and report, and preconstruction services. Equal to the Section B subtotal of the Fee Matrix.	Lump sum	$
Design-Builder's Fee	Percent of the Cost of the Work	%
100% payment and performance bond	Percent of the Cost of the Work	%

3. Work to Be Performed by Others

List each scope of work the Proposer expects to be performed by others and its estimated value. Include the independent TAB firm and Salish Networks, which are excluded from the self-performance calculation. Attach additional sheets if needed.

Scope of work	Proposed firm (if known)	Estimated value	NAOB (Y/N)	Excluded from calculation (Y/N)
		$		
		$		
		$		
		$		
		$		
		$		
		$		

Estimated self-performed percentage of the Cost of the Work, calculated as stated in the RFQ/P: %

4. Alternate Terms and Conditions

☐ The Proposer does not propose any alternate terms or conditions.

☐ The Proposer proposes alternate terms or conditions, which are stated expressly and attached to this proposal.

5. Certification

By signing below, the undersigned certifies that (a) the undersigned is authorized to bind the Proposer; (b) the Proposer's team attended the required site visit on the date stated below; (c) the proposal, including this form and the Fee Matrix, is valid for at least 90 days after the proposal due date; and (d) the information in this proposal is true and complete.

Site visit date:

Printed Name and Title:

Signature / Date:

Tulalip Tribes | Hibulb Cultural Center Mechanical System Replacement | Design-Builder Fee Matrix (RFP Attachment E)

For use with AIA A104-2017, Tulalip Standard Form of Agreement Between Owner and Contractor with Design-Build (RFP Attachment A). Rates proposed here are carried into Agreement Exhibit F (Labor and Trade Rates) and Exhibit G (Equipment Rates). Enter data only in blue cells. Do not alter formulas or labels. Issued November 6, 2026.

GENERAL RULES FOR COMPLETING THIS SCHEDULE

1. Rates fixed, quantities estimated. Staff, craft labor and equipment rates proposed here are fully burdened, include escalation through the end of the Contract Time, and are fixed at the GMP Amendment. The GMP carries those rates times the estimated months, hours and quantities, and the Design-Builder bills the time and use actually charged.

2. Self-performed craft labor. Union craft wages, fringes and burden follow the applicable collective bargaining agreements. Craft rates entered in Section F become Agreement Exhibit F. Foremen and general foremen who are covered by the collective bargaining agreement are craft labor and are billed at Section F rates, not as staff in Section C.

3. No adder on labor. Small tools, consumable supplies, safety supplies and PPE are not added to labor rates (Agreement Section 3.4.2.3; Exhibit A Section A.1.2.6). They are carried in the GMP as the Section E percentage of self-performed craft labor and reimbursed at actual cost up to that amount.

4. Other general conditions are listed on the Anticipated GC List tab, are carried in the GMP as estimates and are reimbursed at actual cost. A cost included in a staff, craft or equipment rate cannot also be charged as another general condition.

5. Role titles vary between firms. Price each role against the description on the Role Definitions tab.

6. Submission. Submit this Fee Matrix two ways: the completed Excel file, unprotected and in its original format, and a PDF of all tabs printed from that same file and signed in the certification block at the end of this tab. If the Excel file and the signed PDF differ, the signed PDF governs. The Proposal Form (Attachment D) governs over this Fee Matrix.

Proposer / Firm Name:

PROJECT ASSUMPTIONS | Owner provided basis for evaluation (formulas below reference these cells)

Assumption	Value	Source
Assumed Cost of the Work for construction (excluding design and preconstruction, Section B)	$1,500,000	Owner estimate for evaluation only. The actual Cost of the Work is set in the GMP.
Assumed self-performed craft labor share of the Cost of the Work	35.00%	Used only to compute a common base for the Section E percentage.
Assumed self-performed craft labor (for evaluation)	$525,000	Calculated. Do not edit.
Assumed Construction Start	02/01/2027	Refer to the RFP Schedule as needed.
Assumed Substantial Completion	11/30/2027	Refer to the RFP Schedule as needed.
Assumed Construction Duration (Months)	10	Calculated from the dates above. Do not edit.

SECTION A | DESIGN-BUILDER'S FEE | Agreement Section 3.4.2

Description	Basis	Fee Percentage	Fee Base ($)	Fee ($)	Clarifications / Basis (required)
Design-Builder's Fee (Fee Percentage x Fee Base)	% of Cost of the Work		$1,500,000	-	

The Fee is the Fee Percentage times the Cost of the Work (Agreement Section 3.4.2.1) and includes all home office costs, overhead, profit, the Project Executive and principals, corporate accounting, payroll, IT and software, and the corporate safety program. No Fee is applied to bonds, insurance, permit and plan review fees, the TERO fee, or Work attributable to the Design-Builder's errors, omissions or fault (Section 3.4.2.2). Design and preconstruction services are paid as the stipulated amount under Agreement Section 3.3.2.1, outside the Cost of the Work defined in Exhibit A, so no Fee is applied to them. The Proposer's overhead and profit on those services is included in the Section B lump sum, and the Fee Base is the Assumed Cost of the Work for construction.

Subtotal | Design-Builder's Fee					-	

SECTION B | DESIGN AND PRECONSTRUCTION SERVICES | Agreement Section 3.3 and Exhibit D

The Section B subtotal is the Proposer's lump sum design and preconstruction cost. Enter it on the Proposal Form (Attachment D); it becomes the stipulated amount for design and preconstruction services through Construction Documents (Agreement Section 3.3.2.1). B.1 design services (all engineering, drawings, specifications, energy code compliance, controls design and sequences of operation, permit documents and design support during construction) are priced as a percentage of the Assumed Cost of the Work. B.2 is a lump sum for the envelope assessment, testing and report (OPR Section 4.8; K-26). B.3 shows the hours and rates of the Design-Builder's own staff for preconstruction (existing conditions survey, estimating, GMP development); it shows how the lump sum was built and is not billed hourly.

Description	Basis	Percentage / Hours	Base or Rate ($)	Headcount	Total ($)	Clarifications / Basis (required)
B.1 Design services (all disciplines)	% of Assumed Cost of the Work		$1,500,000		-	
B.2 Building envelope assessment, testing and report	Lump sum				-	
B.3 Project Manager	Hours x hourly rate			1	-	
B.3 Estimator	Hours x hourly rate			1	-	
B.3 Detailer / VDC Coordinator	Hours x hourly rate			1	-	
B.3 Superintendent or General Foreman (existing conditions walk and constructability)	Hours x hourly rate			1	-	
B.3 Controls / BAS Project Manager	Hours x hourly rate			1	-	
B.3 (insert additional rows as needed)	Hours x hourly rate			1	-	
Subtotal | Lump Sum Design and Preconstruction Cost (enter on the Proposal Form, Attachment D)					-	

SECTION C | CONSTRUCTION PHASE GENERAL CONDITIONS STAFF | Exhibit A Section A.1.2.2

Monthly, fully burdened rates for salaried and non working supervisory staff. Total Months should not exceed the assumed construction duration (10 months) unless the Clarifications column explains. % of Time is the share of the person's working time charged to this Project. Total = Headcount x Total Months x Monthly Rate x % of Time. Working foremen and general foremen covered by a collective bargaining agreement are craft labor (Section F), not staff. Rates include each person's phone, computer and assigned vehicle.

Description	Headcount	Total Months	Monthly Rate ($)	% of Time	Total ($)	Clarifications / Basis (required)
Project Manager				100%	-	
Project Engineer / Assistant Project Manager				100%	-	
Superintendent (salaried, non working)				100%	-	Enter only if separate from the craft general foreman.
Detailer / VDC Coordinator				100%	-	
Controls / BAS Project Manager				100%	-	
Startup and Commissioning Coordinator				100%	-	Coordinates startup, TAB and the Owner's Cx Agent; craft startup technicians are in Section F.
Closeout Manager				100%	-	Required no later than 45 days before Substantial Completion through Final Completion (Supplementary Conditions Part XI).
Safety Coordinator (site)				100%	-	

TERO Coordinator / Project Administrator				100%	-	
(insert additional rows as needed)				100%	-	

Covered by the Design-Builder's Fee and not priced here: Project Executive; principals; corporate accounting, payroll and IT; corporate safety program; estimating and VDC software.

Subtotal | Construction Phase General Conditions Staff					-	

SECTION D | MAJOR EQUIPMENT AND FACILITIES FOR GENERAL SITE USE | Exhibit A Section A.1.5.2 and Exhibit G

Equipment is a Design-Builder means and methods item; the list is not a requirement. Design-Builder owned equipment is billed at monthly rates prorated daily and may not exceed 60% of replacement cost or 60% of equivalent third party rates (Exhibit A Section A.1.5.2.1). For one time rentals (for example a crane to set equipment), enter the rate and 1 in Total Months and describe it in the Clarifications column. Hand tools, small power tools, consumables and PPE are in Section E.

Description	Qty	Total Months	Monthly Rate ($)	Owned or Rented	Total ($)	Clarifications (replacement cost for owned items)
Jobsite office (trailer or Owner provided space)					-	Owner may provide a project office in the building; if so, enter 0 and state it.
Storage container(s)					-	
Pool / site pickup truck(s)					-	
Aerial work platforms (scissor or boom lifts)					-	
Forklift or telehandler					-	
Crane for equipment setting (one time)					-	
(insert additional rows as needed)					-	
Subtotal | Major Equipment and Facilities					-	

SECTION E | SMALL TOOLS, CONSUMABLE SUPPLIES, SAFETY SUPPLIES AND PPE | Exhibit A Section A.1.5.1

Enter one percentage of self-performed craft labor. At the GMP the percentage times the craft labor carried in the GMP becomes the amount carried for these items, reimbursed at actual cost up to that amount. It is not an adder to labor rates. State the basis (historical average on comparable union mechanical projects) in the Clarifications column.

Description	Basis	Percentage	Craft Labor Base ($)		Amount ($)	Clarifications / Basis (required)
Small tools, consumable supplies, safety supplies and PPE	% of self-performed craft labor		$525,000		-	
Subtotal | Small Tools, Consumables, Safety Supplies and PPE					-	

SECTION F | SELF-PERFORMED CRAFT LABOR RATES | Exhibit A Section A.1.2 and Exhibit F (rates only, not in the evaluated total)

Enter fully burdened hourly rates for each craft classification the Design-Builder will self-perform, per the applicable collective bargaining agreement in effect at proposal. State the agreement and its next wage increase date. Wage increases under the agreement after the GMP are handled as the Agreement provides.

Classification	Straight Time ($/hr)	Overtime 1.5x ($/hr)	Double Time ($/hr)	Shift / Off Hours Premium		Collective bargaining agreement and next increase date
Pipefitter / Steamfitter Journeyman						
Pipefitter Foreman						
Pipefitter General Foreman						
Pipefitter Apprentice (average)						
Sheet Metal Journeyman						
Sheet Metal Foreman						

Sheet Metal Apprentice (average)						
HVAC Service / Startup Technician						
Controls / BAS Technician						
Refrigeration Technician (EPA 608 certified)						
(insert additional rows as needed)						

SECTION G | INSURANCE, BONDS, AND ITEMS REIMBURSED AT ACTUAL COST | Agreement Article 17 and Exhibit A Section A.1.6

No Fee is paid on insurance, bonds, permit and plan review fees, or the TERO fee (Agreement Section 3.4.2.2). Rates are applied to the Assumed Cost of the Work for evaluation. The Design-Builder provides pollution liability insurance (Agreement Section 17.1.9). The Owner provides Builder's Risk.

Description	Basis	Rate (%)	Base Amount ($)		Total ($)	Clarifications / Basis (required)
Payment and Performance Bonds	% of Cost of the Work		$1,500,000		-	
Design-Builder's Liability Insurance (CGL, automobile, umbrella)	% of Cost of the Work		$1,500,000		-	
Contractor's Pollution Liability Insurance (Agreement Section 17.1.9)	% of Cost of the Work		$1,500,000		-	
Professional Liability Insurance, if project specific (Exhibit D Section D.6.1)	% of Cost of the Work		$1,500,000		-	Enter only if not carried in the design services percentage in Section B.
(insert additional rows as needed)	% of Cost of the Work		$1,500,000		-	
Builder's Risk (premium paid by Owner)	*Owner cost*	*N/A*	*N/A*	*N/A*	-	*Owner procures Builder's Risk (Agreement Section 17.2.2; Supplementary Conditions Section 6.3.1). Not priced by the Proposer.*
Permit and plan review fees	*Actual cost*	*N/A*	*N/A*	*N/A*	-	*Paid by the Design-Builder and reimbursed at actual cost with no Fee (Exhibit A Section A.1.6.3). Not priced by the Proposer.*
TERO fee	*Actual cost*	*N/A*	*N/A*	*N/A*	-	*Paid by the Design-Builder to the TERO Department and reimbursed at actual cost with no Fee (Exhibit A Section A.1.6.10). Not priced by the Proposer.*
Subtotal | Insurance and Bonds					**-**	

SECTION H | INFORMATION ITEMS | Not included in the total

Item	Response	Clarifications
Anticipated GC List tab completed (Yes / No)		
Basis for the Section E percentage (projects and historical average)		
Escalation included in staff, craft and equipment rates (percent per year, and through what month)		
Collective bargaining agreements that apply to self-performed crafts		

TOTAL PROPOSED DESIGN-BUILDER COST FOR EVALUATION (Sections A, B, C, D, E and G)	-

This total is the Proposer's evaluated cost of Fee, design and preconstruction services, general conditions staff, major equipment, the Section E amount, and insurance and bonds, on the Owner's assumed basis. It is not the GMP. Craft labor, materials, subcontracts, other general conditions and Owner paid items are not in this total.

Legend:

Blue text	Proposer input cell.
Black text	Formula or label. Do not overwrite.
Grey / italic	Not priced by the Proposer.
Light yellow fill	Owner assumption or key percentage cell.
Yellow fill	Rows the Proposer may use, and the Proposer name cell.

CERTIFICATION | Sign the PDF copy submitted with the proposal

The undersigned certifies that the rates, percentages and amounts in this Fee Matrix are the Proposer's offer, remain valid for at least 90 days after the proposal due date, and were printed to the signed PDF from the same electronic file submitted with the proposal.

Proposer / Firm Name: _____

Printed Name and Title: _____

Signature: _____

Date: _____

TULALIP TRIBES

Contractor Code of Conduct

SITE CONDUCT ACKNOWLEDGMENT, EXECUTED AT CONTRACT SIGNING

Established to maintain a minimum standard of contractor and personnel professionalism on Tulalip projects and to reduce issues from misunderstanding or poor judgment. Personnel who deviate from these standards are subject to disciplinary action as the Owner or Owner's Representative deems appropriate. The Contractor is responsible for distributing this Code to every employee and subcontractor employee assigned to the project, and for each reading, understanding, and signing it before working on site.

- The Contractor's supervisor checks in with the Owner's Representative each day before starting work to discuss planned activities and any open issues.
- Damage to Owner or personal property on site is reported to the Owner's Representative immediately; the prime Contractor generates a damage report.
- Exterior doors are secured at the end of each work shift when working after normal business hours.
- Interior doors are left as found unless a security issue requires contacting the Owner's Representative.
- Smoking only in designated areas.
- No firearms, alcohol, or illegal drugs on Tulalip property.
- No radios or personal music on Tulalip property; no improper language, gestures, or fraternizing with Tulalip personnel.
- No use of Tulalip equipment without prior written approval.
- Items moved to facilitate installation are returned to their exact original location and condition.
- No standing on desks, chairs, or office furniture; flooring and furnishings are protected from construction activity.
- Safety rules in the Contract Documents are observed at all times; personal items in work areas are left alone.
- Professional, clean dress; no sleeveless shirts or shorts. Owner telecommunications are not used without permission.
- Contractor ID bearing the company name is worn at all times.

Project Name / Contract No.:

The undersigned, as the Contractor's authorized representative, certifies that this Code of Conduct will be distributed to, reviewed with, and signed by every Contractor and Subcontractor employee assigned to this project before that individual begins work on site, and that signed acknowledgments will be retained on site and made available to the Owner's Representative on request.

Contractor Authorized Representative (Printed Name and Title):

Signature / Date:

Employee / Subcontractor Personnel Name	Company	Signature	Date

Use a project sign-in log or additional copies of this page for the full personnel roster; this table is for space-limited on-page acknowledgment only.

Attachment H

TULALIP TRIBES

Affidavit of Non-Collusion

CONTRACT DOCUMENT ACKNOWLEDGMENT, EXECUTED AT CONTRACT SIGNING

Executed by the Contractor at contract execution and retained with the project file as a Contract Document under FPC-Supplementary Conditions-EXH, Part X. This affidavit must be notarized.

Project Name / Contract No.:

Firm Name:

I swear (or affirm) under penalty of perjury:

- That I am the Contractor (if an individual), a partner in the firm (if a partnership), or an officer or employee of the Contractor having authority to sign on its behalf (if a corporation).
- That the proposal submitted in response to the Request for Proposals for this project was arrived at independently and was submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Responder, designed to limit fair and open competition.
- That the contents of the proposal were not communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder prior to the official opening of proposals, and will not be so communicated.
- That I am fully informed regarding the accuracy of the statements made in this affidavit.

A proposal found to violate this affidavit is subject to contract cancellation, debarment for one to three years, and damages under the TERO Code, Tulalip Tribal Code §9.05.370.

Authorized Signature:

Printed Name and Title:

Date:

Notary Public

Subscribed and sworn to before me this ____ day of _____, 20____:

Notary Public Signature:

Commission Expires:

Attachment I

TULALIP TRIBES

Certificate of Compliance

CONTRACT DOCUMENT ACKNOWLEDGMENT, EXECUTED AT CONTRACT SIGNING

Executed by the Contractor at contract execution, before Notice to Proceed, and retained with the project file as a Contract Document under FPC-SupplementaryConditions-EXH, Part X.

Project Name:
Contract / Project No.:

The undersigned, on behalf of the Contractor identified below, certifies that the Contractor has received and reviewed the Request for Proposals or bid documents and all Addenda issued for this project; has received and reviewed the executed Agreement and all other Contract Documents, including these Supplementary Conditions (FPC-SupplementaryConditions-EXH) and the plans and specifications; and agrees to comply with each in performing the Work.

Addenda Received (list no.):

Contractor Firm Name:

Authorized Signature:

Printed Name and Title:

Date:

TULALIP TRIBES

Certificate of Non-Discrimination

CONTRACT DOCUMENT ACKNOWLEDGMENT, EXECUTED AT CONTRACT SIGNING

Executed by the Contractor at contract execution and retained with the project file as a Contract Document under FPC-SupplementaryConditions-EXH, Part X.

The Tulalip Tribes is opposed to discrimination in employment or subcontracting. A Contractor that contracts with the Tulalip Tribes shall not discriminate against minority-owned, women-owned, or Native American-owned (TERO NAOB) business enterprises in the award of subcontracts, and shall not discriminate in employment on a prohibited basis. By signature below, the Contractor certifies that it has not so discriminated in obtaining any subcontract for this project and, if awarded or continuing under the Contract, shall not so discriminate.

Project Name / Contract No.:

Contractor Firm Name:

Address:

City / State / Zip: **Telephone:**

Federal Employer ID No. (EIN): **Email:**

Printed Name and Title of Person Signing:

Authorized Signature:

Date:

Attachment K

TULALIP TRIBES

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

CONTRACT DOCUMENT ACKNOWLEDGMENT, EXECUTED AT CONTRACT SIGNING

Executed by the Contractor at contract execution and retained with the project file as a Contract Document under FPC-SupplementaryConditions-EXH, Part X. Implements the nonprocurement debarment and suspension requirements of 2 CFR Part 180 (government-wide, implementing Executive Order 12549).

Project Name / Contract No.:

The Contractor certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, Tribal, or State department or agency;
- Have not, within the three years preceding this certification, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction, or for violation of Federal or State antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, any offense listed above; and
- Have not, within the three years preceding this certification, had a public transaction terminated for cause or default.

Where the Contractor is unable to certify to any statement above, it must attach a written explanation to this certification.

Business Name:

Alternate Business Name(s):

Principals (attach list if needed):

Name and Title of Authorized Representative:

Signature / Date:

The Hibulb Cultural Center

Mechanical System Replacement, Design-Build RFP

Attachment L: Proposal Checklist

This checklist is provided to help Proposers confirm that a proposal is complete before it is submitted. It summarizes the RFP and does not add to or change it. If this checklist differs from the RFP or any addendum, the RFP and the addendum govern. The checklist is not scored and should not be included in the Proposal.

Part 1. Before the Proposal Is Due

Done	No.	Item	RFP reference
☐	**1.1**	Site visit scheduled by email with the Owner's Representative at least 2 working days in advance.	Site Visit
☐	**1.2**	All questions submitted in writing by email to the Owner's Representative by the last day for questions.	Proposal Requirements; Schedule
☐	**1.3**	Proposal delivered by email to the Owner's Representative no later than 2:00 pm Pacific Time, December 11, 2026. Files larger than 15 MB arranged with the Owner's Representative in advance.	Submittal Requirements; Schedule

Part 2. Proposal Contents

Organize the proposal in the section order below. Only information specific to this project will be reviewed. Page limits and evaluation points are shown for each section.

Done	No.	Item	RFP reference
Section 1. Cover Letter (1 page, 0 points)			
☐	**2.1**	Cover letter, one page, addressed to the person named in the Introduction to the RFP.	Introduction; Submittal Requirements
Section 2. Qualifications and Expertise of the Proposed Team (6 pages, 25 points)			
☐	**2.2**	Experience in design and construction of complete HVAC systems.	Submittal Requirements
☐	**2.3**	Experience with museum, archive, library or other collections environments requiring tight temperature and humidity control.	Submittal Requirements
☐	**2.4**	Experience working in an existing, occupied public facility.	Submittal Requirements
☐	**2.5**	Tribal work experience.	Submittal Requirements
☐	**2.6**	Joint working experience of the proposed design and construction team.	Submittal Requirements

Done	No.	Item	RFP reference
Section 3. Qualifications of Proposed Staff (5 pages, 10 points)			
☐	**2.7**	Staff experience with mechanical systems design and construction.	Submittal Requirements
☐	**2.8**	Staff experience working in an occupied museum or other collections facility.	Submittal Requirements
☐	**2.9**	Proposed staff identified, with an organizational chart showing lines of authority and communication.	Submittal Requirements
Section 4. NAOB Status and Utilization (2 pages, 15 points)			
☐	**2.10**	NAOB status of the proposing team.	Submittal Requirements
☐	**2.11**	Efforts to include NAOB or Tulalip Tribal businesses and labor in the project.	Submittal Requirements
Section 5. Proposed Project Approach (8 pages, 30 points)			
☐	**2.12**	Structure of the project management team and its interface with the Owner.	Submittal Requirements
☐	**2.13**	Approach to protecting collections and exhibits and maintaining continuous museum operations during construction, including interim humidity and temperature control during any shutdown.	Submittal Requirements; Work Requirements
☐	**2.14**	General schedule of design and implementation, identifying long lead items and time frames for Owner approval of the design and the proposed system.	Submittal Requirements
☐	**2.15**	Approach to holding the required collections environment and to ease of use and maintenance.	Submittal Requirements; Attachments B and C
☐	**2.16**	Long-term service agreement structure.	Submittal Requirements
Section 6. Cost Proposal (8 pages, 20 points)			
☐	**2.17**	Cost proposal based on the Scope of Work (Attachment M), certified by signature as valid for at least 90 days.	Submittal Requirements
☐	**2.18**	Proposal Form included.	Submittal Requirements
☐	**2.19**	Lump sum design and preconstruction team cost.	Submittal Requirements
☐	**2.20**	Cost of 100% payment and performance bond.	Submittal Requirements
☐	**2.21**	Fee Matrix (Attachment E) submitted in two forms: (1) the completed Excel file, unprotected and in its original format, with the Proposer name, every blue input cell on the Fee Schedule tab, the Section H information items and the Anticipated GC List tab completed, and formulas and labels not altered; and (2) a PDF of all tabs printed from that same file and signed in the certification block. If the two differ, the signed PDF governs.	Attachments; Attachment E
☐	**2.22**	Rates for possible additional services included in the Fee Matrix.	Additional Services
☐	**2.23**	TERO fee not priced in the proposal. It is paid by the Design-Builder directly to the TERO Department and reimbursed at actual cost with no Contractor's Fee.	TERO Requirements

Part 3. Other Content Required by the RFP

The RFP requires the following but does not assign them to a section. Place each where it best fits.

Done	No.	Item	RFP reference
☐	**3.1**	Each scope of work to be performed by others and its estimated value, identified on the Proposal Form, showing that the Design-Builder will self-perform at least 80 percent of the Cost of the Work as defined in the RFP.	Self-Performance of the Work
☐	**3.2**	Any alternate terms or conditions the Proposer asks the Owner to consider, stated expressly and attached to the proposal. A material variance may result in rejection.	Contract Structure

Part 4. Documents Not Submitted with the Proposal

Do not return the following with the proposal.

Attachment	Handling
A. AIA A104-2017 Tulalip Standard Form with Design-Build, Exhibits A and D, and Supplementary Conditions (Exhibit P)	Contract documents. Executed by the selected Design-Builder at contract signing.
B. Owner's Project Requirements (Exhibit J)	Basis of the proposal. Becomes part of the contract.
C. Performance Requirements (Exhibit K)	Basis of the proposal. Becomes part of the contract.
F. Existing Building Plans	Reference only. Not as-built drawings; existing conditions are verified by the Design-Builder.
G through K. Contractor Code of Conduct, Affidavit of Non-Collusion, Certificate of Compliance, Certificate of Non-Discrimination, Debarment Certification	Executed by the selected Design-Builder at contract signing.
M. Scope of Work	Basis of the proposal. Not a Contract Document. The Design-Builder restates the scope of the Work in its GMP Proposal.

The Hibulb Cultural Center

Mechanical System Replacement

Scope of Work

Attachment M to the Design-Build Request for Proposals.

Prepared by Crain Advisors, Owner's Representative, for the Tulalip Tribes. November 2026.

1.0 Purpose and Use of This Scope of Work

This Scope of Work describes the design, preconstruction and construction services the Design-Builder (the Contractor under the Agreement) shall provide to replace the HVAC and humidity control systems serving the Hibulb Cultural Center museum and the collections building at 6410 23rd Avenue NE, Tulalip, Washington 98271.

It is issued as Attachment M to the RFP. It is not a Contract Document. It describes the Work as the Owner anticipates it at the time of the RFP. Under Section 3.3.3 of the Agreement, the Design-Builder will restate the scope of the Work, as developed during design and agreed by the Owner, in its GMP Proposal, and that scope of work will be attached to the GMP Amendment. This Scope of Work should be read with:

- Exhibit J, Owner's Project Requirements (RFP Attachment B), which states what the Owner needs and why.
- Exhibit K, Performance Requirements (RFP Attachment C), which states the measurable requirements, cited here by row number (K-01 and so on).
- Exhibit D of the Agreement, which sets the design process, the evaluation of the Owner's Criteria, the design phases and the Contractor's Proposal for the GMP.
- Exhibit A of the Agreement (Cost of the Work) and the Supplementary Conditions (Exhibit P).

This is a performance based design-build procurement. The equipment and work listed in Sections 5.0 and 6.0 are the Owner's understanding of the minimum work needed, drawn from the Owner's records and prior assessments of the existing systems. They do not limit the Design-Builder's obligation to deliver complete, working systems that meet Exhibits J and K. Where the Design-Builder concludes that the listed work is more than, less than, or different from what is needed, it shall say so in its proposal or in the evaluation of the Owner's Criteria, with its reasons. Work that is reasonably inferable from the Contract Documents as necessary to meet Exhibits J and K is part of the Work whether or not it is listed here.

If this Scope of Work differs from Attachment C (Performance Requirements) or Attachment B (Owner’s Project Requirements), Attachment C governs, then Attachment B.

2.0 Project Delivery

The Work is delivered in two phases under the Agreement.

Phase 1, Design and Preconstruction. Existing conditions investigation, envelope assessment, evaluation of the Owner's Criteria, design through Construction Documents, cost estimating, permitting and preconstruction planning (Section 4.0). Design and preconstruction services are compensated as a lump sum stated on the Proposal Form (Attachment D), which becomes the stipulated amount under Section 3.3.2.1 of the Agreement. The Fee Matrix (Attachment E) shows how the lump sum was developed.

Phase 2, Construction. Construction, testing, commissioning, training and closeout of the Work (Sections 5.0 through 8.0), under a Guaranteed Maximum Price established by the GMP Amendment (Exhibit O). Construction does not begin until the GMP Amendment is executed and the Notice to Proceed is issued under Supplementary Conditions Section 6.6.

If the Owner does not accept the GMP Proposal, the Owner's options are those in Section 3.3.3.3 of the Agreement. Phase 1 deliverables are Instruments of Service the Owner may use as stated in Article D.5 of Exhibit D.

3.0 Existing Systems

The following is taken from the Owner's asset records and prior assessments. It is not verified and is provided for information. The Design-Builder shall confirm it in the field (Section 4.1).

3.1 Museum

System	Existing equipment (Owner asset ID where known)	Location
Chilled water plant	One York YCAL0061 air-cooled scroll chiller (HB CH-1-1). One Taco base-mounted chilled water pump with no standby (HB CWP-1-1). Expansion tanks (HB EXT-1-1, HB EXT-1-2). No buffer tank.	Chiller at exterior pad by loading dock. Pump and tanks in Room 108, Mechanical.
Humidification	Six Armstrong steam humidifiers, models HC6100 and HC5100, 208V three phase (HB H-2-2, H-2-3, H-2-4, H-2-6, H-1-5, HM-1-1).	Rooms 200, 202, 111 and 114.
Dehumidification	Desiccant dehumidifiers from the 2016 project: Bry-Air MP-1200 (HB DH-2-4), Bry-Air MP-900 (HB DH-2-5) and one unit not accessible for survey (HB DH-2-6).	Room 202, Mechanical Loft.
Air handling	Fifteen International Environmental fan coil units (HB FCU series). Relief fan RF-1.	Throughout, many in Rooms 114 and 202.
Exhaust	Exhaust fans EF-1 (kitchen) and EF-2 to EF-5 (restrooms, exhibit prep, janitor).	Rooftop and kitchen.
Controls	Alerton building controller (BCM) and Alerton field controllers on BACnet MS/TP, with existing space sensors.	Throughout.
Electrical	Cummins diesel generator (HB GEN-1-1) and automatic transfer switches (HB ATS-1-1, ATS-1-2).	Room 133 and exterior.

3.2 Collections Building

System	Existing equipment	Location
Dehumidification	Three Desert Aire LW series dehumidifiers (AHU-3, AHU-4, AHU-5) with remote air-cooled condensers, R-22 refrigerant.	Collections building and exterior.
Heating and cooling	Two Trane split system heat pumps (CU-1 and CU-2) with indoor air handlers (AHU-1 and AHU-2), R-22 refrigerant.	Collections building and exterior.
Humidification	No humidifiers are recorded.	
Controls	Local only. Collections building is to be added to the BAS.	

Collections space and office and support space in the collections building are shown on the Owner's collections building plan (RFP Attachment F.5). Existing drawings in Attachment F are design phase records, not as-built drawings.

4.0 Phase 1, Design and Preconstruction Services

4.1 Existing Conditions Investigation

- Survey and document the type, capacity, age, condition and remaining life of all HVAC, humidification, dehumidification and controls equipment in both buildings, including the items listed for the Design-Builder in Exhibit J, Section 11.0.
- Map existing zones and duct distribution against the space designations in Exhibit J, Section 3.1, and propose how to correct any mismatch.
- Document existing exhaust, return and pressure relationships between spaces.
- Determine whether existing piping, ductwork, filter housings, controls wiring, end devices and electrical service can be reused, and identify what must be replaced.
- Confirm available space for new equipment, service clearances and routing.
- Record the Owner's existing Asset ID for every asset the Work will remove or replace (Supplementary Conditions Appendix G).
- Report existing conditions that do not comply with Exhibit J, and existing structural conditions that affect the Work (K-29).

4.2 Building Envelope Assessment

Assess and test the envelope of the museum and the collections building as it affects HVAC performance, beginning with the north wall of the Main Exhibit gallery, and deliver a written report before the design is finalized. The report shall state what the envelope allows the HVAC system to achieve, give options and cost estimates where the envelope limits the required conditions, and give the Owner enough information to bid the envelope repairs separately. Envelope repair is not part of the Work.

References: Exhibit J, Sections 2.7 and 4.8; K-26 and K-27.

4.3 Evaluation of the Owner's Criteria

Meet with the Owner and collections staff, evaluate the Owner's Criteria (Exhibits J and K) and deliver the written report required by Section D.4.2 of Exhibit D. In addition to the items listed there, the report shall include:

- The existing conditions findings (Section 4.1) and the envelope findings available at the time (Section 4.2).
- The proposed system configuration for each building, with a life cycle cost comparison of the dehumidification approach (retain, modify or replace the existing desiccant equipment) and the heat recovery or reheat source.
- Any requirement of Exhibit J or K the Design-Builder believes cannot be met with the existing building or budget, and what can be met.
- Review of the Owner's three year BAS trend history, to confirm the relative humidity set point (Exhibit J, Section 3.4).
- A reliability and resiliency plan identifying credible failure scenarios and the designed response to each (Exhibit J, Section 6.0).
- The options in Section 9.0, each with its effect on collections conditions, reliability, energy and space.
- A preliminary phasing approach and an estimate of the number and length of shutdowns of each collections space.

4.4 Design

Provide complete design services through Construction Documents, under Article D.4 of Exhibit D, by licensed design professionals in each discipline the Work requires, including mechanical, controls, plumbing, electrical and the structural design of equipment supports and seismic restraint. Drawings, specifications and calculations shall bear the seal of the responsible design professional (Section D.2). The design shall include at least:

- Load calculations stating the outdoor design conditions and including infiltration, with sensible and latent capacity at design peak (K-11).
- Equipment schedules, plans, sections, details, piping and duct diagrams, and electrical one line and power plans for the new equipment.
- A written sequence of operations for normal, dehumidification, humidification, set point change, power loss and restart, and fault modes (Exhibit J, Section 4.1).
- Controls drawings, points list, alarm schedule, trend schedule, and the conformance calculations and reports required by K-20 to K-22.
- Sensor, data logger and north wall sensor locations (K-09, K-10, K-27), and the locations where objects are not permitted, for the gradient requirement (Exhibit J, Section 3.3).
- Water protection details: drip pans, leak detection and isolation valves (K-25).
- Fire and life safety interface details coordinated with the Owner's fire alarm contractor (K-28).
- Specifications for Tier 1 equipment with a parts support guarantee of 15 years or more (K-32), and materials near collections approved by collections staff (K-15).
- Commissioning, TAB and seasonal testing requirements for inclusion in the construction documents (Section 8.0).

The design shall pass through Schematic Design, Design Development and Construction Documents, with review by the Owner and collections staff at each phase. The Design-

Builder shall allow 10 working days for each Owner review and shall respond in writing to each review comment.

4.5 Cost Estimates and GMP Proposal

- Provide cost estimates at the end of Schematic Design and Design Development, and updated detailed estimates during Construction Documents (Section D.1.8), organized consistently with the Fee Matrix.
- Prepare the Contractor's Proposal for the GMP under Section D.4.5 of Exhibit D and Section 3.3.3 of the Agreement, based on 60% complete Construction Documents, with the self-performance calculation required by Supplementary Conditions Section 7.3 and the Owner selected options priced separately.
- Restate the scope of the Work, as developed during design and agreed by the Owner, as a detailed scope of work in the GMP Proposal under Section 3.3.3.11 of the Agreement. That scope of work will be attached to the GMP Amendment.
- Identify long lead items and, where it would protect the schedule, recommend early release of equipment purchases for Owner approval.

4.6 Permits and Approvals

Prepare and file all documents needed for the Tulalip Building Permit and other approvals of authorities having jurisdiction, respond to plan review comments, and pay plan review and permit fees, which are reimbursed as Cost of the Work with no Contractor's Fee (Supplementary Conditions Section 6.5). Schedule the Owner provided special inspections (Supplementary Conditions Section 6.2).

4.7 Preconstruction Submittals

Before the Notice to Proceed for construction, submit for Owner acceptance:

- Collection Protection Plan, approved in writing by the Museum Director (Supplementary Conditions Section 8.8; K-33).
- Phasing plan and Construction Schedule, showing Owner activities (Supplementary Conditions Section 7.1).
- Interim environmental control plan for each shutdown, showing how K-06 will be met.
- Site specific safety plan and Emergency Action Plan (Supplementary Conditions Part II).
- TERO Compliance Plan (Supplementary Conditions Part III).
- Preliminary asset list for the equipment to be installed, so the Owner can assign Asset IDs (Supplementary Conditions Appendix G, Section G.2).

5.0 Phase 2, Construction: Museum

Provide all labor, materials, equipment and services to construct the Work in the museum as designed and accepted in Phase 1. The anticipated minimum work is:

5.1 Chilled Water Plant

- Remove the existing chiller and pump. Recover refrigerant.
- Furnish and install a new air-cooled chiller sized to the design loads, using a low global warming potential refrigerant permitted by current code and installed to ASHRAE Standards 15 and 34. Include integral disconnect, low ambient operation and BACnet integration.

- Furnish and install two chilled water pumps arranged N+1, each with a variable frequency drive.
- Furnish and install a chilled water buffer tank on a new pad, an expansion tank and a chemical pot feeder sized to the system.
- New piping from the chiller through the pump set, with isolation valves, strainers, gauges, a flow meter and a bypass valve. Extend or update heat trace, including the buffer tank.
- Piping and electrical connections for a temporary chiller (Exhibit J, Section 6.0).
- Repair damaged insulation in the mechanical room and insulate new and disturbed piping.
- Seismic restraint and anchorage of all plant equipment.
- Clean, flush, fill and treat the system.

References: Exhibit J, Sections 2.1 and 6.0; K-31 and K-32.

5.2 Humidification

- Replace the six existing steam humidifiers with new units sized to the design loads, with all piping, water treatment, drains and electrical connections.
- Provide humidifier water from clean steam, deionized or reverse osmosis water, as recommended by the Design-Builder in the evaluation of the Owner's Criteria and accepted by the Owner (K-13).
- Locate humidifiers downstream of coils and not above collections, or provide catch pans, drains and water alarms where that cannot be avoided (Exhibit J, Section 4.3).
- Sequence replacement so that humidity control is maintained in each collections space (K-33, K-39).

5.3 Dehumidification

Retain, modify or replace the existing desiccant dehumidifiers as accepted in the evaluation of the Owner's Criteria (Section 4.3). Where retained, service, repair and integrate them into the new controls. Where replaced, provide new equipment with all connections and regeneration source.

References: Exhibit J, Sections 2.4 and 4.2; K-11.

5.4 Air Distribution, Fan Coil Units and Filtration

- Retain, modify or replace the fifteen fan coil units and the relief fan as needed to meet Exhibits J and K, and correct zoning so that collections and support spaces are on separate control zones (K-08).
- Provide filtration to MERV 13 or better for air serving collections spaces, with filter housings and differential pressure monitoring (K-14, K-24).
- Provide modulating outdoor air dampers balanced with return air dampers, failing closed, and controls to hold the pressure relationships in K-18.
- Modify, seal and insulate ductwork as required by the design. Keep open duct and pipe ends sealed during construction (K-36).

5.5 Controls and Building Automation

- Replace the Alerton building controller and field controllers with an open protocol Distech BACnet system, integrated with the Owner's existing building automation supervisor.

- Provide new controllers for the chiller plant, pumps, humidifiers, dehumidifiers, fan coil units and relief fan. Provide enable and monitoring of exhaust fans EF-1 to EF-5.
- Provide new space temperature and humidity sensors in every collections space meeting the accuracy in K-09. Existing end devices may be reused only where they are verified to meet the Contract Documents.
- Provide independent data loggers (K-10) and north wall sensors (K-27).
- Program trending, the conformance calculations, the collections environment reports, alarms and the three level call tree (K-19 to K-24).
- Provide floor plan and equipment graphics for both buildings, with naming and graphics following the Owner's established standards.
- Coordinate network connections with Tulalip Data Services (Section 7.4). Controls wiring is part of the Work.

5.6 Electrical

- Design and install power to all new equipment, including disconnects, VFDs, feeders and branch circuits, and remove abandoned wiring.
- Connect the chiller, pumps and controls to standby power as accepted in the evaluation of the Owner's Criteria, after reviewing generator and transfer switch capacity (Exhibit J, Section 6.0).

5.7 Water Protection, Fire Interfaces and Supports

- Drip pans, leak detection with BAS alarms, and isolation valves wherever water bearing equipment or piping is near collections (K-25).
- Duct smoke detection, shutdown, damper and monitoring connections required by the new equipment, coordinated with the Owner's fire alarm contractor (K-28). The existing fire alarm and suppression systems are otherwise not modified.
- Supports, anchorage and seismic restraint for all equipment, piping and ductwork the Work installs (K-29). No modification of the building structure is included.

6.0 Phase 2, Construction: Collections Building

The anticipated minimum work in the collections building is:

- Remove the three Desert Aire dehumidifiers, their remote condensers, and the two Trane split system heat pumps and indoor air handlers. Recover all R-22 refrigerant.
- Furnish and install new dehumidification and heating and cooling equipment sized to the design loads, using a low global warming potential refrigerant permitted by current code, with remote condensers or outdoor units as designed.
- Furnish and install humidification for the collections space, with water quality meeting K-13.
- Provide refrigerant line sets, condensate drains with traps, electrical disconnects and power, mounting supports and seismic restraint, and duct transitions and reconnection, sealed and insulated.
- Zone the building so that collections space (green on the collections plan, RFP Attachment F.5) is controlled separately from office and support space (yellow).
- Provide BACnet controls, space sensors meeting K-09, data loggers, alarms and trending, integrated into the same supervisor as the museum.
- Provide filtration meeting K-14 for air serving collections space.

References: Exhibit J, Sections 2.8 and 3.1.

7.0 Construction Phase Requirements

7.1 Protection of Collections and Museum Operations

- Perform the Work under the approved Collection Protection Plan and phasing plan. No more than one HVAC zone offline at a time (K-33).
- Provide temporary humidity and temperature control, including temporary chiller and dehumidification equipment where needed, so collections spaces stay within the interim limits in K-06 during every shutdown, and observe the shutdown limits in K-39.
- Perform noisy, dusty or vibration producing work outside public hours as the Owner sets (K-34). After hours and weekend work needed to meet these requirements is part of the Work.
- Maintain dust control and negative pressure in work zones (K-35), keep vibration within the limits set by collections staff (K-37), and give 72 hours notice of any disruption (K-38).
- Obtain Owner approval in advance for hot work, wet work, solvents, adhesives, sealants and paints. Protect exhibit cases, finishes, the Canoe Hall and Longhouse structures and other fixed features.
- Only Owner designated museum staff handle, move or clean objects. Stop work and notify the Museum Director if collections are threatened (Supplementary Conditions Section 8.8).
- Observe the Owner's cultural access protocols, escort requirements and photography restrictions (K-40).

7.2 Demolition, Refrigerant and Disposal

Remove and lawfully dispose of or recycle removed equipment, piping, insulation and fluids, except items the Owner elects in writing to keep. Recover refrigerant with certified technicians and equipment and give the Owner the recovery records (Supplementary Conditions Part IX). Keep the site clean and remove debris daily.

7.3 Project Management

Provide project management, supervision, scheduling, weekly coordination meetings with the Owner (K-38), submittals, RFIs, monthly updates to the Construction Schedule, safety, site logistics and TERO compliance and reporting, as required by the Agreement and the Supplementary Conditions.

7.4 Coordination with the Owner and Its Vendors

- Owner's independent commissioning agent: support all commissioning activities, including return visits needed to close issues (Section 8.2).
- Tulalip Data Services: coordinate the network connections for the building automation system (Supplementary Conditions Section 7.2).
- Salish Networks: where the design requires low voltage cabling within Salish Networks' scope, obtain pricing from and contract directly with Salish Networks (Supplementary Conditions Section 7.2).
- Owner's fire alarm contractor and Owner provided special inspectors: coordinate and schedule.

- Owner's separate envelope repair contractor, if engaged during the Work: coordinate access and sequence.

8.0 Testing, Commissioning, Training and Closeout

8.1 Startup and Testing, Adjusting and Balancing

- Start up all equipment under the manufacturers' procedures, including factory startup where required for warranty, with written startup reports.
- Pressure test, clean and flush piping and air systems.
- Engage an independent TAB firm certified by AABC, NEBB or TABB, which is not the installing contractor, to test, adjust and balance all air and water systems the Work installs or modifies. TAB shall be complete before functional performance testing begins (K-41).

8.2 Commissioning and Acceptance

The Owner engages the independent commissioning agent. The Design-Builder shall support the commissioning process through design review, construction checklists, functional performance testing of 100% of mechanical and control systems (K-42), the data logger study of spatial uniformity, and deferred seasonal testing and monitoring for 12 months after acceptance, and shall investigate and correct deficiencies and nonconformance with K-01 to K-04 attributable to the Work (K-43).

8.3 Training

Provide at least 16 hours of on-site training for facilities staff, beginning with the design intent, then the O&M manual, hands-on practice and troubleshooting, with a refresher session at 12 months (K-48). Provide collections staff with training on the BAS reports and alarms they will use.

8.4 Closeout Deliverables

- As-built drawings in PDF and AutoCAD, with systems labeled to the Owner's Asset IDs (Exhibit D, Section D.5.2.1; K-45).
- O&M manuals, preventive maintenance schedules, warranty certificates and startup and commissioning reports, filed by Asset ID (K-47).
- Facility asset data and asset labels under Supplementary Conditions Appendix G, as a condition of Substantial Completion (K-46).
- Critical spares list by asset, flagging items with lead times over 14 calendar days (K-51).
- Emergency operations plan for HVAC and utility outages (K-53).
- Final sequence of operations, controls drawings, points list and graphics backups.
- Refrigerant recovery records, warranties, and the Salish Networks direct warranty assignment where applicable.
- Designation of a closeout manager no later than 45 days before Substantial Completion, and final TERO workforce reporting (Supplementary Conditions Part XI).

8.5 Warranty and Correction Period

Warranties are as stated in Section 9.4 of the Agreement, and the correction period is two years from Substantial Completion under Section 18.2. Manufacturer warranties shall be registered in the Owner's name.

9.0 Options to be Evaluated in Phase 1

The Design-Builder shall evaluate the following during Phase 1 and price those the Owner selects separately in the GMP proposal. They are not priced in the RFP proposal.

- A multi circuit chiller or a second chiller (Exhibit J, Section 6.0).
- Energy and operating cost reduction strategies, such as heat recovery or reheat from the cooling process, efficient desiccant regeneration, and electrification (Exhibit J, Section 5.0; K-30).
- MERV 15 filtration and gaseous filtration for collections spaces (K-14).
- Standby power improvements needed to carry the chiller, pumps and controls.
- A three year preventive maintenance agreement with quarterly inspections and an annual system performance review (K-49), and a controls service agreement.
- Cleaning of existing ductwork reused to serve collections spaces.

10.0 Work Not Included and Owner Responsibilities

Item	Responsibility
Building envelope repairs	Owner, under a separate contract. The Design-Builder provides the assessment and report (Section 4.2).
Structural assessment or modification of the building	Not included. Supports and restraint of installed work are included (Section 5.7).
Replacement or modification of the fire alarm and suppression systems	Not included, except the HVAC interfaces in Section 5.7.
Exhibit cases and other passive climate control	Not included.
Care, handling, relocation and protection of objects	Owner.
Network, telecommunications and audiovisual systems	Owner, through Tulalip Data Services.
Independent commissioning agent	Owner. The Design-Builder supports commissioning (Section 8.2).
Special inspections required by the Building Permit	Owner procures. The Design-Builder schedules (Section 4.6).
Builder's Risk insurance	Owner (Agreement Section 17.2.2).
Three year BAS trend history, existing drawings and asset records	Owner furnishes at the start of Phase 1.
Asset Data Template and Asset ID numbers	Owner furnishes (Supplementary Conditions Appendix G).
Plan review and permit fees, TERO fee, bonds and Design-Builder insurance	Design-Builder, reimbursed as Cost of the Work with no Contractor's Fee (Agreement Section

Item	Responsibility
	3.4.2.2).

11.0 Self-Performance

The Design-Builder shall self perform at least 80 percent of the Cost of the Work as stated in Section 3.4.2.3 of the Agreement and the RFP, and the HVAC work shall not be brokered to a Subcontractor (Supplementary Conditions Section 7.3). The exclusions from the calculation, including the independent TAB firm and Salish Networks, are those stated in the Agreement and the RFP.