

April 19, 2024

**Bid Addendum Three**

Project: **Tullip New Utilities Building**  
Project No. Tulalip Tribes Project No. 2021-003

Date of Issuance: April 19, 2024

This addendum to bid materials issued to Tulalip Tribes Request for Proposal and to Builders' Exchange of Washinton on March 21, 2024, for bids due no later than 3:00PM on April 23, 2024, per instructions in the original Notice To Bidders.

The addendum includes the following materials (Actual file names used):

1. A101-2017 - Tulalip Standard (October 2023) (004).pdf
2. Bid Period RFI No. 14.pdf
3. 000110REV TABLE OF CONTENTS.pdf
4. 102109 METAL TOILET COMPARTMENTS.pdf

Issued By:  
Freiheit Architecture

**Joel Riehl AIA NCAARB**  
Senior Architect

# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

This AGREEMENT made as of the « » day of « » in the year «2023»  
(In words, indicate day, month and year.)

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

« The Tulalip Tribes of Washington  
6406 Marine Dr.  
Tulalip, WA 98271  
Toll Free 1-800-869-8287 »  
« »

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

«[insert] »

for the following Project:  
(Name, location and detailed description)

«Tulalip Tribes – Utility Building»  
«3015 Mission Beach Road»  
«Tullip, WA 98271»

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

«-«Freiheit Architecture»-»«Inc.»  
«-«505 106<sup>th</sup> Ave. NE Suite 302»  
«-«Bellevue, WA 98004»  
« »

The Owner and Contractor agree as follows.

**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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. 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. An enumeration of the Contract Documents, other than a Modification, appears in Article 10.

§ 1.2 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 This Agreement;
- .3 Approved revisions and addenda, with those of a later date taking precedence over those of earlier date or original documents;
- .4 the General Conditions of the Contract for Construction (AIA A201-2017 as revised);
- .5 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);
- .6 All other Exhibits to this Agreement.

In the event of ambiguity in quality or quantity 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. .

### ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 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.

§ 2.1.1 The Contractor shall provide monthly written reports to the Owner, Owner's Representative (if any), and Architect on the progress of the entire Work including, but not limited to, status of cost/budget, schedule, and any

other outstanding issues requiring resolution. The Contractor shall maintain a daily log containing a record of weather, hours of all workers, Subcontractors working on the site and the number of their workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner, Owner's Representative, and Architect upon request. Contractor shall prepare, circulate, and maintain weekly meeting minutes with Project photos incorporated therein, including 3-week look-ahead schedules, in addition to separate logs for Requests for Information (RFIs), Submittals, Change Orders, contingency use, buyout, critical delivery tracking, and permit tracking.

§ 2.2 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.

### ARTICLE 3 RELATIONSHIP OF THE PARTIES

§ 3.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect, other consultants and contractors retained by Owner, 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.

§ 3.2 **Covenant of Good Faith and Fair Dealing.** By entering into this Agreement, as part of the covenant of good faith and fair dealing, Contractor agrees to function within the laws, and statutes, and building codes applicable to its duties and responsibilities, proceed to fulfill its obligation under this Agreement diligently and honestly, and that it will supply accurate, complete, and current cost or pricing data for purposes of supporting or documenting Contractor's requests for contract modification, compensation, and/or payments under this Agreement.

§ 3.3 The Contractor has no right or authority to act as a representative or agent of Owner.

### ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

The date of this Agreement.

A date set forth in the Notice to Proceed issued by the Owner in accordance with Section 4.1.1 below.

Established as follows:

§ 4.1.1 The Contractor shall commence Work within twenty ( 20 ) days of receipt of a Notice to Proceed issued by the Owner, and issuance of the first, partial, or full permit for construction. Owner's ability to issue a Notice to Proceed is ~~contingent~~ not contingent upon availability of financing for the Project. ~~Should the Owner's financing fail to be available as anticipated for any reason, this Agreement shall be null and void, subject to the Owner's right to assign this Agreement as set forth in Section 13.2 of AIA Document A201, as revised, and the parties hereto shall have no further obligations to each other, except for work or materials previously approved or ordered in writing by Owner subject to any not to exceed amounts include din such approvals. [INSERT IF APPLICABLE: which shall be limited to and not exceed \$ \_\_\_\_\_ per Exhibit O preconstruction services unless other tasks or services identified in Exhibit O preconstruction services are pre authorized in writing by the Owner.]~~

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 4.4 Substantial Completion

§ 4.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than Four hundred and sixty ( 460 ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

§ 4.4.2 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**

§ 4.4.3 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, unless otherwise set forth in the Agreement.

§ 4.4.4 If the Contractor fails to achieve Substantial Completion of Final Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.6.

**ARTICLE 5 CONTRACT SUM**

§ 5.1 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 « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 5.1.2 Contractor agrees that the Contract Sum shall not be increased for any reason other than Owner increasing the scope of Work or improving the quality of materials or equipment, or change in the Drawings or Specifications included in the Contract Documents pursuant to a written Change Order signed by the Owner prior to Contractor's performance of such increased scope or improved quality. Contractor waives the right to receive any additional compensation for extra work which is not authorized by Change Order signed by the Owner and Contractor, or by Constructive Change Directive signed by the Owner. There shall be a ten percent (~~—~~%) (10 %) overhead and fee compensation for additive changes in the Work and a five percent (~~—~~%) (5.0%) overhead and fee deduction for deductive changes in the Work that exceed an aggregate amount of \$20,000.

§ 5.1.3 To the extent that the Contract Documents are anticipated to require further development, the Contract Sum 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 systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order only if such changes deviate from the standards that are typical to the Contract Documents.

§ 5.1.4 The Contractor's Fee on changed or extra Work:

§ 5.1.4.1 The Contractor's Fee on changed or extra Work approved by Change Order, Construction Change Directive, or Unilateral Change Order, shall not exceed ten percent (~~—~~%) (10 %) of the Cost of the Work, as defined in Article 7 of AIA Document A102-2017. 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 (for itself and its Subcontractors) associated with any such changed or extra Work. There shall be no Contractor's Fee or mark-up paid on the value of Work attributable to errors, omissions, or fault of the Contractor. Change Orders with a scope change that increases the Guaranteed Maximum Stipulated Sum by less than \$75,000, the Change Order shall not include any costs associated with project management labor. For all other Change Orders over \$75,000, project management labor cost may be added, to the extent necessary and appropriate and when supported by actual cost.

§ 5.1.4.2 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: change order work shall not exceed +5.10% on its own labor and 5% on materials and equipment of or procured by such Subcontractor; if there are multiple tiers, then the upper tier Subcontractor's fee for supervision of the lower tier shall not exceed a 5% charge on top of the lower tier Subcontractor's charge, and in any event shall not exceed fifteen percent (~~20~~15%) in aggregate without prior written approval by Owner.

**§ 5.2 Alternates**

§ 5.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 5.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 5.3 Allowances, if any, included in the Contract Sum shall clearly indicate whether they are for labor, material, or both. (Identify each allowance and state exclusions, if any, form the allowance ~~price-price~~.)

Item	Price

§ 5.3.1 Underruns and overages on allowance items shall not be commingled. If the actual cost of an allowance item is different than the allowance, the difference shall be reflected by Change Order to the Contract Sum.

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

Item	Units and Limitations	Price per Unit (\$0.00)

§ 5.5 Assumptions, if any, upon which the ~~Guaranteed Maximum Price~~ Stipulated Sum is based: (Identify each assumption.) None

~~«All of Contractor's Assumptions and Qualifications are contained in Exhibit L.»~~

§ 5.5.1 ~~Not Used.~~ To the extent that the Contract Documents are anticipated to require further development, the Contract Sum includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom and from Contractor's involvement in preconstruction services for the Project. The parties understand that the Contract Sum may be established prior to issuance of the Issued for Construction set of Construction Documents (IFC Set). Within fifteen (15) days of issuance of the IFC Set, Contractor shall inform the Owner of any changes in the IFC Set that it believes were not reasonably inferable from the Contract Documents. Contractor's failure to so notify the Owner is waiver of any claims, costs, or Change Orders arising out of the issuance of the IFC Set. After receipt of any notice required under this Section, Owner and Contractor shall meet to discuss the changes in the IFC Set. Owner and Contractor may amend the Contract Sum to include changes set forth in the IFC Set. The Contract Sum as amended after issuance of the IFC Set (if applicable) shall include costs reasonably inferable from the Contract Documents as established by the IFC Set.

§ 5.6 Liquidated damages

«§ 5.6.1 The parties agree that (a) Owner will be damaged if Contractor does not achieve Substantial Completion of the entire Work within the period of time set forth herein this Agreement for Substantial Completion, (b) such damages will be difficult to ascertain, and (c) the amounts set forth below are a reasonable approximation of the damages that Owner would sustain if Substantial Completion is delayed. The sums described below are: (1) liquidated damages and not a penalty, and (2) agreed to in order to avoid costly and lengthy litigation which would otherwise be required. The Owner may deduct all damages due it under this Section from any unpaid amounts then or thereafter due to the Contractor under this Agreement. Any damages over and above unpaid amounts, and not so deducted, shall be payable by Contractor to Owner upon Owner's demand. The liquidated damages provision herein is intended to be in addition to every other remedy enforceable at law, equity, or under this Contract, including without limitation the right to collect actual damages in any case where liquidated damages are unenforceable or otherwise unavailable. This Section shall survive termination of this Agreement.

§ 5.6.2 If Contractor does not achieve Substantial Completion of the entire Work within the period of time set forth in this Agreement for Substantial Completion, liquidated damages will accrue as follows:

[~~OPTIONS: \_\_\_\_\_ Seven hundred and fifty~~ dollars (\$~~\_\_\_\_\_~~)(~~\$750.00~~ ) per calendar day for each day Substantial Completion of the entire Project Work is delayed.

~~(a) 1-30 days: \$\_\_\_\_\_.00 per calendar day; and (b) for every additional 30-day period until Substantial Completion is reached, the Liquidated Damages amount shall be increased by \$\_\_\_\_,000 per calendar day. By way of example, from day 31 through day 60 the Liquidated Damage amount would be \$\_\_\_\_,000 per calendar day, and day 61 through day 90 the Liquidated Damage amount would be \$\_\_\_\_,000 per calendar day, and so forth.]~~

§ 5.6.3 Contractor understands that if Final Completion is not achieved within thirty (30) days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Final Completion is not achieved within thirty (30) days of Substantial Completion, Contractor shall pay to Owner ~~\_\_\_\_\_five hundred~~ dollars (\$~~\_\_\_\_\_~~)(~~\$500.00~~) per calendar day as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

§ 5.6.4 Such liquidated damages are not a penalty but are the Owner's remedy for Contractor-caused delay, which may be difficult to precisely calculate, which include but are not limited to: (a) additional carry costs, including interest and internal cost of funds, (b) loss of rents or revenues, (c) loss of prospective tenants or buyers of the buildings/units which are to be constructed pursuant to this Agreement, (d) claims for damages due to breaches of the leases or other agreements because of failure to deliver the premises within the time periods stated in the leases, and (e) additional costs and commissions as a result of delay (collectively, the "Owner's Additional Costs"). Contractor acknowledges that Owner's Additional Costs will increase exponentially the longer the period of delay.

§ 5.6.5 For purposes of assessment of liquidated damages under this Section, the Contractor will be considered to have achieved Substantial Completion of the entire Project upon the occurrence of both of the following: (1) the later of Architect's issuance of a Certificate of Substantial Completion for the entire Project or issuance of a Temporary Certificate of Occupancy for the entire Project by the appropriate authority having jurisdiction; and (2) when the total cost of the punch list items needed to be completed or corrected prior to final payment, is equal to or less than \$25,000.»

§ 5.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

«None»

## ARTICLE 6 PAYMENTS

### § 6.1 Progress Payments

§ 6.1.1 Based upon Applications for Payment in a form satisfactory to the Owner and accompanied by all supporting documentation required by Owner on the Application for Payment, including all required mechanic's lien waivers and releases, submitted to the Owner and Architect, or Owner's Representative (if any), by the Contractor, and Certificates for Payment issued by the Architect or Owner's Representative (if any), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 6.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 6.1.3 Provided that a draft Application for Payment with substantiation is received by the Owner not later than the 25<sup>th</sup> day of a month and a complete final and approved Application for Payment is received by the Owner not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25<sup>th</sup> day of the next month. In order to be deemed "received by Owner" under this Section 12.1.3, all final and approved Applications for Payment must be sent to the Architect and Owner as applicable. If a final, approved Application for Payment is received by the Architect or Owner's Representative after the application date fixed

above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

§ 6.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among: (1) the various portions of the Work; and (2) separate line items for any Change Orders or Constructive Change Directives.

§ 6.1.4.1 The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. Unless objected to by the Architect, The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 6.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. Unless objected to by the Architect, The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. See **Exhibit G** for approved Pay Application format.

§ 6.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 6.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect or Owner's Representative determines, in its professional judgment, to be reasonably justified.

§ 6.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect or Owner's Representative has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or Owner's Representative may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 6.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 6.1.7.

§ 6.1.6.3 To the extent the Contractor performs any changed or extra Work, including any Work under an executed Change Order or Constructive Change Directive ("Changed Work"), the Contractor shall keep full and detailed records and accounts concerning to all aspects of any changed or extra Work and related to the cost of the work for such Changed Work, and exercise such controls, to substantiate all costs incurred for such Changed Work. 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, e-mails, photos, schedules, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to the Changed Work. The Contractor shall be required to provide job cost transaction detail in a form compatible with Microsoft Excel outlining such costs. 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.



Additionally, at any time during this Agreement or up to one (1) year following termination or completion of this Agreement, 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 pertaining to such Changed Work. All such financial books and records of the Contractor must be made available for inspection and copying by 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 for such Changed Work, in which case the Contractor will pay for all costs associated with the audit. 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 back-up documentation was not provided.

### § 6.1.7 Retainage

§ 6.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« Five percent (5%). »

§ 6.1.7.2 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 6.1.7.3 Reduction or limitation of retainage, if any, shall be as follows:

The Owner, in its sole and absolute discretion, may allow early release of retainage for Subcontractors who have completed their entire scopes of work, such Work is satisfactory and accepted by both Owner and Architect, sign-off on all inspections have occurred associated with such work, and who have provided all final documentation required by this Agreement and their subcontracts.

§ 6.1.7.4 Following Final Completion, Contractor shall be paid all retainage along with Owner's final payment, exclusive of sums legitimately withheld.

§ 6.1.8 Except with the Owner's and Owner's lender's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 6.1.9 Each Application for Payment shall be accompanied by Contractor's Interim Lien/Claim Waiver. The Interim Lien/Claim Waiver shall be in a form identical to that shown in **Exhibit H** hereto and include a Conditional Release for labor, services, equipment, materials furnished and/or claims for which the Contractor is entitled to be paid and an Unconditional Release for the entire amount for which the Contractor has received payment. The Interim Lien/Claim Waiver shall not include any retainage or items furnished after the period covered by the Application for Payment.

§ 6.1.10 Attached to each Application for Payment for Progress Payments shall be the following:

- .1 Schedule of Values coordinated with back-up and the approved Certificate for Payment;
- .2 Executed Interim Lien Waiver and Releases from Contractor (see **Exhibit H**);
- .3 Executed Interim Lien Waiver and Releases, in a form approved by Owner, from each first tier Subcontractors and suppliers, all those sending right to lien notices and any others the Owner may reasonably request;
- .4 Updated Schedule;
- .5 Allowance Tracker (if applicable);
- .6 Progress Report with pictures;
- .7 Deficiency log;
- .8 Change Order Log; and

**.9** Detail job cost report.

§ 6.1.11 The Owner and the Contractor shall agree in writing upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, which shall not exceed the amount set forth above, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 6.1.12 In taking action on the Contractor's Applications for Payment the Architect and/or Owner's Representative shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect/Owner's Representative has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with the Contract Documents or other supporting data; (2) that the Architect/Owner's Representative has made exhaustive or continuous on-site inspections; or (3) that the Architect/Owner's Representative has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 6.1.13 In addition to its other rights of withholding, if Contractor has not achieved Substantial Completion by the time required herein, Owner may withhold and retain all further payments until Substantial Completion is achieved.

§ 6.1.14 To the extent Owner obtains construction financing to pay for all or part of a the Project, Pay Application submission and payments date, as well as information and documentation required to be provided by Contractor, shall be coordinated with the lending requirements of Owner's lender or financing partner, including any required procedures regarding loan draws. Contractor agrees to be bound by any such procedures and this Agreement shall be deemed to fully incorporate such requirements, which shall supersede any contradictory provisions of this Section such that the more stringent condition or longer periods of time shall apply.

§ 6.1.15 Contractor shall and hereby does subordinate all of its lien rights, if any, to the interests of the mortgage(s)/deed(s) of trust relating to this Project or property held by Owner's lender(s)/bond financiers for the Project, their successors or assigns. Contractor shall, if requested by Owner, additionally execute an agreement, in form and substance satisfactory to Owner's lender(s)/bond financiers for the Project, so subordinating lien rights to the interests of Project lender(s)/bond financiers; provided however, that Contractor shall not be required to enter into any such agreement that materially alters its rights under this Agreement, save for the subordination of Contractor's lien rights. Contractor shall likewise ensure that all of its subcontractors and suppliers of every tier subordinate their lien rights.

**§ 6.2 Final Payment**

§ 6.2.1 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 but not limited to those items set forth in Section 9.10 of AIA Document A201-2017) and all other closeout requirements, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment, including unconditional lien/claim waivers for itself and all Subcontractor and suppliers (see **Exhibit H**);
- .3 a final Certificate for Payment has been issued by the Architect;
- .4 all warranties, as-built drawings and operation and maintenance manuals have been completed and delivered to Owner; and
- .5 all documents required by Owner or Architect, or the Contract Documents, for close-out.

§ 6.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after Contractor's satisfaction of this Section 6.2 and corresponding provisions in the A201-2017, as revised. Invoices submitted after Final Payment shall not be paid and shall be deemed waived by the Contractor, who shall indemnify, defend and hold Owner harmless from such invoices.

§ 6.2.2.1 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 the Owner has sustained.

### § 6.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« The prime interest rate set by Bank of America plus one percent (14%). »

## ARTICLE 7 DISPUTE RESOLUTION

### § 7.1 Initial Decision Maker

~~«Section not used. Initial Decision maker and any reference to such steps shall be skipped.»~~

### § 7.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[  ] Arbitration pursuant to Section 15 of AIA Document A201-2017

[  ] Litigation in a court of competent jurisdiction

[  ] Other (Specify)

«See A201-2017, Article 15 »

## ARTICLE 8 TERMINATION OR SUSPENSION

### § 8.1 Termination

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

### § 8.2 Suspension

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

## ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 9.2.1 The representative of the Owner:

(Name, address, email address and other information)

~~«Insert Sam Davis, COO Tulalip Tribes of Washington»~~

~~6406 Marine Drive  
Tulalip, WA 98271~~

»

Written notice for Claims also to be provided to:

~~Sam Davis, COO Tulalip Tribes of Washington]~~

~~6406 Marine Drive~~

~~Tulalip, WA 98271 «{insert!}»~~

### § 9.2.2 The Owner's Representative:

(Name, address, email address and other information)

«~~Insert~~ Jason Crain,  
Wenaha ~~»~~ Group  
-505 S 336<sup>th</sup> Street  
Federal Way, WA 98003  
jason@wenahagroup.com  
253-374-0693

§ 9.2.2.1 Owner's Representative is authorized to act on behalf of the Owner with respect to certain contract administration and pay application certification functions. The authority of Owner's Representative may be supplemented or changed in writing by the Owner. Owner's Representative shall have no obligations to make payments hereunder, and nothing contained in this Agreement is intended to create any contractual relationship between the Contractor and the Owner's Representative, nor confer any third party beneficiary rights upon the Contractor with relation to the Owner's Representative. Neither the presence of, nor the monitoring or observations of the Owner's Representative shall limit or reduce the Contractor's liability for defects in its Work, and it is understood that the Contractor will be solely and completely responsible for its Work, compliance with the Contract Documents, and the working conditions on the job site, including safety, during the performance of the Work.

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

«[Insert] »

§ 9.4 The Contractor's representative shall not be changed without ten days' prior notice to the Owner.

#### § 9.5 Insurance and Bonds

§ 9.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 9.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

#### § 9.6 Other provisions

§ 9.6.1 Contractor agrees that its Project team identified in its proposal shall be of the highest capabilities, and Contractor shall staff the Project with capable employees to whom Owner has no reasonable objection for the duration of the Project. Contractor shall endeavor to maintain the continuity of the key project team members and, to the extent within Contractor's reasonable control, Contractor shall not change key project team members without the prior written approval of the Owner.

§ 9.6.2 Any publicity, press releases, advertising, printed materials, or display materials with respect to Owner, the Project and the Property shall be under the sole direction and control of Owner, and no contact or discussions by Contractor or its Subcontractors or consultants regarding the Property shall be had with the public press or media representatives without Owner's prior written consent, which may be withheld in Owner's sole discretion.

§ 9.6.3 Contractor shall comply with all reasonable security requirements of Owner, its assignees, or any affiliate thereof, and shall use its best efforts to schedule and conduct the Work to be rendered under this Agreement so as not to interfere with Owner's normal operations at any place of business of Owner that Contractor may visit in performance of the Work to be rendered under the Agreement.

§ 9.6.4 Contractor shall not cause or permit, except as specifically required by the ~~Specifications~~ or 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.

§ 9.6.5 A warranty walk through will be conducted by the Owner and Contractor at 11 months after the date of Substantial Completion.

**§ 9.6.6** Contractor shall at all times conduct its business in an ethical manner in compliance with all applicable laws and regulations (including, without limitation, all laws and regulations relating to corruption and bribery, importing and exporting, competition, privacy, product and consumer safety, environmental compliance, gaming, labor, wages, TERO, and worker health and safety). Contractor acknowledges and understands that Owner is subject to laws prohibiting Owner, or those who perform services for Owner, from offering or paying any bribe or giving gifts or hospitality to anyone for the purpose of obtaining an improper business advantage. Contractor also understands that these laws may apply regardless of where the activity occurs. Accordingly, Contractor shall not, directly or indirectly through a third party, offer, pay, promise or authorize the offer or payment of, any financial or other benefit or advantage, or anything of value, to any person or entity: (i) to improperly obtain a business advantage or to obtain or retain business; (ii) induce the person to perform any function or activity improperly, or to provide a reward for doing so; or (iii) to corruptly influence, directly or indirectly, any act or decision of any government or Tribal official, employee, candidate for public office, Tribal council member, government or Tribal controlled entity, or political party. Contractor agrees to annually certify in writing upon request its compliance with this Section 15.7.3, and report to Owner immediately any actual or suspected violations. Contractor shall, upon request of Owner, make its managers, representatives, or employees reasonably available to complete any training regarding bribery laws and gift policies. Owner or its auditors or representatives may at any time audit Contractor's compliance with this Section, and Contractor shall cooperate fully with any audit, or investigation of suspected violations.

**§ 9.6.7 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.

**ARTICLE 10 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 10.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, **Exhibit A**, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Other Exhibits:

**Exhibit B** – Drawings

**Exhibit C** – Specifications

**Exhibit D** – Contractor's Schedule

**Exhibit E** – Form Notice to Proceed

**Exhibit F** – Schedule of Values

**Exhibit G** – Approved Pay Application Form

~~Exhibit H – Form Lien Claim Waivers (Interim and Final)~~

~~Exhibit I – Project Closeout Checklist~~

~~Exhibit **J** – Form Change Order~~

**Exhibit **K**** – Owner Related Entities

~~Exhibit **L** – Contractor's Assumptions~~

~~Exhibit **M** – Request for Proposal~~

~~Exhibit **N** – Contractor's Proposal~~

~~Exhibit **O** – Scope of Preconstruction Services [delete if not used]~~

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)



April 19, 2024

**Bid Period RFI**

Project: **Tulalip New Utilities building**  
Project No. **A21-188**  
Bid period RFI No.: 14

Date of RFI: April 16th, 2024

RFI:

1. A4.05 Locker Room Elevations and A6.00 Restroom Enlarged Plans show toilet partitions/pilasters with doors at the Locker Rooms, however there is no specification for these partitions. Please provide a specification or product for the toilet partitions.
2. Since the contract that was provided in the bid documents is a standard sample AIA A102/201, we are assuming the actual contract will be negotiated with mutually acceptable terms and include a limited waiver of sovereign immunity. Please confirm.
3. Are the 2 storm catch basins drawn on sheet c1.40 suppose to match per the detail on sheet c2.00? The specs on page 701 read they are WSDOT type 1's –
4. The meter specs on page 687 are listed for 3" – 6" meters. The plans call out for a 2" meter on c1.40. Please clarify what brand, and size of meter and any other specifications. Also if a strainer is to be installed in the vault. Please provide a detail of the installation inside the OldCastle 676-WA meter vault as specified on page 688.
5. Is an above ground double check required after the meter? Please provide a detail and specification if so.
6. OldCastle states the 48" storm manhole is shallow for a cone top. Will a flat top be acceptable?
7. Is an 8" Wilkins 350ADA truly the intended device to be installed on the 4" Fire line per page 687-688? Please provide a detail showing the internal construction of the Oldcastle 687-WA backflow vault.

**RESPONSE:**

1. ***Spec Section 102109 (and revised TOC) added with Bid Addendum 3, 4/19/24.***
2. ***See attachment for edited Draft AIA A-101 to be used.***
3. ***Match the Detail***
4. ***Water Meter to be 2", meeting Tulalip Utility Department Requirements.***
5. ***The need for this was not identified during plan review.***
6. ***Backflow Preventor is to be Wilkins 350ADA in 4-inch. See section 330517 for vault requirements.***

Attachments:

- AIA Document A101 – 2017, edited.
- Spec Section 102109

Issued By:

Freiheit Architecture

**Joel Riehl AIA NCAARB**

Senior Architect

Attachement:



# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

This AGREEMENT made as of the « » day of « » in the year «2023»  
(In words, indicate day, month and year.)

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

« The Tulalip Tribes of Washington  
6406 Marine Dr.  
Tulalip, WA 98271  
Toll Free 1-800-869-8287 »  
« »

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

«[insert] »

for the following Project:  
(Name, location and detailed description)

«Tulalip Tribes – Utility Building»  
«3015 Mission Beach Road»  
«Tullip, WA 98271»

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

«-«Freiheit Architecture»-»«Inc.»  
«-«505 106<sup>th</sup> Ave. NE Suite 302»  
«-«Bellevue, WA 98004»  
« »

The Owner and Contractor agree as follows.

**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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	RELATIONSHIP OF THE PARTIES
4	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
5	CONTRACT SUM
6	PAYMENTS
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10	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. 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. An enumeration of the Contract Documents, other than a Modification, appears in Article 10.

§ 1.2 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 This Agreement;
- .3 Approved revisions and addenda, with those of a later date taking precedence over those of earlier date or original documents;
- .4 the General Conditions of the Contract for Construction (AIA A201-2017 as revised);
- .5 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);
- .6 All other Exhibits to this Agreement.

In the event of ambiguity in quality or quantity 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. .

### ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 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.

§ 2.1.1 The Contractor shall provide monthly written reports to the Owner, Owner's Representative (if any), and Architect on the progress of the entire Work including, but not limited to, status of cost/budget, schedule, and any

other outstanding issues requiring resolution. The Contractor shall maintain a daily log containing a record of weather, hours of all workers, Subcontractors working on the site and the number of their workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner, Owner's Representative, and Architect upon request. Contractor shall prepare, circulate, and maintain weekly meeting minutes with Project photos incorporated therein, including 3-week look-ahead schedules, in addition to separate logs for Requests for Information (RFIs), Submittals, Change Orders, contingency use, buyout, critical delivery tracking, and permit tracking.

§ 2.2 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.

### ARTICLE 3 RELATIONSHIP OF THE PARTIES

§ 3.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect, other consultants and contractors retained by Owner, 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.

§ 3.2 **Covenant of Good Faith and Fair Dealing.** By entering into this Agreement, as part of the covenant of good faith and fair dealing, Contractor agrees to function within the laws, and statutes, and building codes applicable to its duties and responsibilities, proceed to fulfill its obligation under this Agreement diligently and honestly, and that it will supply accurate, complete, and current cost or pricing data for purposes of supporting or documenting Contractor's requests for contract modification, compensation, and/or payments under this Agreement.

§ 3.3 The Contractor has no right or authority to act as a representative or agent of Owner.

### ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- The date of this Agreement.
- A date set forth in the Notice to Proceed issued by the Owner in accordance with Section 4.1.1 below.
- Established as follows:

§ 4.1.1 The Contractor shall commence Work within twenty ( 20 ) days of receipt of a Notice to Proceed issued by the Owner, and issuance of the first, partial, or full permit for construction. Owner's ability to issue a Notice to Proceed is ~~contingent~~ not contingent upon availability of financing for the Project. ~~Should the Owner's financing fail to be available as anticipated for any reason, this Agreement shall be null and void, subject to the Owner's right to assign this Agreement as set forth in Section 13.2 of AIA Document A201, as revised, and the parties hereto shall have no further obligations to each other, except for work or materials previously approved or ordered in writing by Owner subject to any not to exceed amounts include din such approvals. [INSERT IF APPLICABLE: which shall be limited to and not exceed \$ \_\_\_\_\_ per Exhibit O preconstruction services unless other tasks or services identified in Exhibit O preconstruction services are pre-authorized in writing by the Owner.]~~

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 4.4 Substantial Completion

§ 4.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than Four hundred and sixty ( 460 ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

§ 4.4.2 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

§ 4.4.3 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, unless otherwise set forth in the Agreement.

§ 4.4.4 If the Contractor fails to achieve Substantial Completion of Final Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.6.

## ARTICLE 5 CONTRACT SUM

§ 5.1 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 « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 5.1.2 Contractor agrees that the Contract Sum shall not be increased for any reason other than Owner increasing the scope of Work or improving the quality of materials or equipment, or change in the Drawings or Specifications included in the Contract Documents pursuant to a written Change Order signed by the Owner prior to Contractor's performance of such increased scope or improved quality. Contractor waives the right to receive any additional compensation for extra work which is not authorized by Change Order signed by the Owner and Contractor, or by Constructive Change Directive signed by the Owner. There shall be a ten percent (~~—~~%) (10 %) overhead and fee compensation for additive changes in the Work and a five percent (~~—~~%) (5.0%) overhead and fee deduction for deductive changes in the Work that exceed an aggregate amount of \$20,000.

§ 5.1.3 To the extent that the Contract Documents are anticipated to require further development, the Contract Sum 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 systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order only if such changes deviate from the standards that are typical to the Contract Documents.

§ 5.1.4 The Contractor's Fee on changed or extra Work:

§ 5.1.4.1 The Contractor's Fee on changed or extra Work approved by Change Order, Construction Change Directive, or Unilateral Change Order, shall not exceed ten percent (~~—~~%) (10 %) of the Cost of the Work, as defined in Article 7 of AIA Document A102-2017. 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 (for itself and its Subcontractors) associated with any such changed or extra Work. There shall be no Contractor's Fee or mark-up paid on the value of Work attributable to errors, omissions, or fault of the Contractor. Change Orders with a scope change that increases the Guaranteed Maximum Stipulated Sum by less than \$75,000, the Change Order shall not include any costs associated with project management labor. For all other Change Orders over \$75,000, project management labor cost may be added, to the extent necessary and appropriate and when supported by actual cost.

§ 5.1.4.2 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: change order work shall not exceed +5.10% on its own labor and 5% on materials and equipment of or procured by such Subcontractor; if there are multiple tiers, then the upper tier Subcontractor's fee for supervision of the lower tier shall not exceed a 5% charge on top of the lower tier Subcontractor's charge, and in any event shall not exceed fifteen percent (~~20~~15%) in aggregate without prior written approval by Owner.

## § 5.2 Alternates

§ 5.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 5.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 5.3 Allowances, if any, included in the Contract Sum shall clearly indicate whether they are for labor, material, or both. (Identify each allowance and state exclusions, if any, form the allowance ~~price-~~price.)

Item	Price

§ 5.3.1 Underruns and overages on allowance items shall not be commingled. If the actual cost of an allowance item is different than the allowance, the difference shall be reflected by Change Order to the Contract Sum.

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

Item	Units and Limitations	Price per Unit (\$0.00)

§ 5.5 Assumptions, if any, upon which the ~~Guaranteed Maximum Price~~ Stipulated Sum is based: (Identify each assumption.) None

~~«All of Contractor's Assumptions and Qualifications are contained in Exhibit L.»~~

§ 5.5.1 ~~Not Used.~~ To the extent that the Contract Documents are anticipated to require further development, the Contract Sum includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom and from Contractor's involvement in preconstruction services for the Project. The parties understand that the Contract Sum may be established prior to issuance of the Issued for Construction set of Construction Documents (IFC Set). Within fifteen (15) days of issuance of the IFC Set, Contractor shall inform the Owner of any changes in the IFC Set that it believes were not reasonably inferable from the Contract Documents. Contractor's failure to so notify the Owner is waiver of any claims, costs, or Change Orders arising out of the issuance of the IFC Set. After receipt of any notice required under this Section, Owner and Contractor shall meet to discuss the changes in the IFC Set. Owner and Contractor may amend the Contract Sum to include changes set forth in the IFC Set. The Contract Sum as amended after issuance of the IFC Set (if applicable) shall include costs reasonably inferable from the Contract Documents as established by the IFC Set.

§ 5.6 Liquidated damages

«§ 5.6.1 The parties agree that (a) Owner will be damaged if Contractor does not achieve Substantial Completion of the entire Work within the period of time set forth herein this Agreement for Substantial Completion, (b) such damages will be difficult to ascertain, and (c) the amounts set forth below are a reasonable approximation of the damages that Owner would sustain if Substantial Completion is delayed. The sums described below are: (1) liquidated damages and not a penalty, and (2) agreed to in order to avoid costly and lengthy litigation which would otherwise be required. The Owner may deduct all damages due it under this Section from any unpaid amounts then or thereafter due to the Contractor under this Agreement. Any damages over and above unpaid amounts, and not so deducted, shall be payable by Contractor to Owner upon Owner's demand. The liquidated damages provision herein is intended to be in addition to every other remedy enforceable at law, equity, or under this Contract, including without limitation the right to collect actual damages in any case where liquidated damages are unenforceable or otherwise unavailable. This Section shall survive termination of this Agreement.

§ 5.6.2 If Contractor does not achieve Substantial Completion of the entire Work within the period of time set forth in this Agreement for Substantial Completion, liquidated damages will accrue as follows:

[~~OPTIONS: \_\_\_\_\_ Seven hundred and fifty~~ dollars (\$~~\_\_\_\_\_~~)(~~\$750.00~~ ) per calendar day for each day Substantial Completion of the entire Project Work is delayed.

~~(a) 1-30 days: \$\_\_\_\_\_.00 per calendar day; and (b) for every additional 30-day period until Substantial Completion is reached, the Liquidated Damages amount shall be increased by \$\_\_\_\_,000 per calendar day. By way of example, from day 31 through day 60 the Liquidated Damage amount would be \$\_\_\_\_,000 per calendar day, and day 61 through day 90 the Liquidated Damage amount would be \$\_\_\_\_,000 per calendar day, and so forth.]~~

§ 5.6.3 Contractor understands that if Final Completion is not achieved within thirty (30) days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Final Completion is not achieved within thirty (30) days of Substantial Completion, Contractor shall pay to Owner ~~\_\_\_\_\_five hundred~~ dollars (\$~~\_\_\_\_\_~~)(~~\$500.00~~) per calendar day as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

§ 5.6.4 Such liquidated damages are not a penalty but are the Owner's remedy for Contractor-caused delay, which may be difficult to precisely calculate, which include but are not limited to: (a) additional carry costs, including interest and internal cost of funds, (b) loss of rents or revenues, (c) loss of prospective tenants or buyers of the buildings/units which are to be constructed pursuant to this Agreement, (d) claims for damages due to breaches of the leases or other agreements because of failure to deliver the premises within the time periods stated in the leases, and (e) additional costs and commissions as a result of delay (collectively, the "Owner's Additional Costs"). Contractor acknowledges that Owner's Additional Costs will increase exponentially the longer the period of delay.

§ 5.6.5 For purposes of assessment of liquidated damages under this Section, the Contractor will be considered to have achieved Substantial Completion of the entire Project upon the occurrence of both of the following: (1) the later of Architect's issuance of a Certificate of Substantial Completion for the entire Project or issuance of a Temporary Certificate of Occupancy for the entire Project by the appropriate authority having jurisdiction; and (2) when the total cost of the punch list items needed to be completed or corrected prior to final payment, is equal to or less than \$25,000.»

§ 5.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

«None»

## ARTICLE 6 PAYMENTS

### § 6.1 Progress Payments

§ 6.1.1 Based upon Applications for Payment in a form satisfactory to the Owner and accompanied by all supporting documentation required by Owner on the Application for Payment, including all required mechanic's lien waivers and releases, submitted to the Owner and Architect, or Owner's Representative (if any), by the Contractor, and Certificates for Payment issued by the Architect or Owner's Representative (if any), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 6.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 6.1.3 Provided that a draft Application for Payment with substantiation is received by the Owner not later than the 25<sup>th</sup> day of a month and a complete final and approved Application for Payment is received by the Owner not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25<sup>th</sup> day of the next month. In order to be deemed "received by Owner" under this Section 12.1.3, all final and approved Applications for Payment must be sent to the Architect and Owner as applicable. If a final, approved Application for Payment is received by the Architect or Owner's Representative after the application date fixed

above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

§ 6.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among: (1) the various portions of the Work; and (2) separate line items for any Change Orders or Constructive Change Directives.

§ 6.1.4.1 The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. Unless objected to by the Architect, The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 6.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. Unless objected to by the Architect, The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. See **Exhibit G** for approved Pay Application format.

§ 6.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 6.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect or Owner's Representative determines, in its professional judgment, to be reasonably justified.

§ 6.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect or Owner's Representative has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or Owner's Representative may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 6.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 6.1.7.

§ 6.1.6.3 To the extent the Contractor performs any changed or extra Work, including any Work under an executed Change Order or Constructive Change Directive ("Changed Work"), the Contractor shall keep full and detailed records and accounts concerning to all aspects of any changed or extra Work and related to the cost of the work for such Changed Work, and exercise such controls, to substantiate all costs incurred for such Changed Work. 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, e-mails, photos, schedules, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to the Changed Work. The Contractor shall be required to provide job cost transaction detail in a form compatible with Microsoft Excel outlining such costs. 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.

Additionally, at any time during this Agreement or up to one (1) year following termination or completion of this Agreement, 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 pertaining to such Changed Work. All such financial books and records of the Contractor must be made available for inspection and copying by 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 for such Changed Work, in which case the Contractor will pay for all costs associated with the audit. 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 back-up documentation was not provided.

### § 6.1.7 Retainage

§ 6.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« Five percent (5%). »

§ 6.1.7.2 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 6.1.7.3 Reduction or limitation of retainage, if any, shall be as follows:

The Owner, in its sole and absolute discretion, may allow early release of retainage for Subcontractors who have completed their entire scopes of work, such Work is satisfactory and accepted by both Owner and Architect, sign-off on all inspections have occurred associated with such work, and who have provided all final documentation required by this Agreement and their subcontracts.

§ 6.1.7.4 Following Final Completion, Contractor shall be paid all retainage along with Owner's final payment, exclusive of sums legitimately withheld.

§ 6.1.8 Except with the Owner's and Owner's lender's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 6.1.9 Each Application for Payment shall be accompanied by Contractor's Interim Lien/Claim Waiver. The Interim Lien/Claim Waiver shall be in a form identical to that shown in **Exhibit H** hereto and include a Conditional Release for labor, services, equipment, materials furnished and/or claims for which the Contractor is entitled to be paid and an Unconditional Release for the entire amount for which the Contractor has received payment. The Interim Lien/Claim Waiver shall not include any retainage or items furnished after the period covered by the Application for Payment.

§ 6.1.10 Attached to each Application for Payment for Progress Payments shall be the following:

- .1 Schedule of Values coordinated with back-up and the approved Certificate for Payment;
- .2 Executed Interim Lien Waiver and Releases from Contractor (see **Exhibit H**);
- .3 Executed Interim Lien Waiver and Releases, in a form approved by Owner, from each first tier Subcontractors and suppliers, all those sending right to lien notices and any others the Owner may reasonably request;
- .4 Updated Schedule;
- .5 Allowance Tracker (if applicable);
- .6 Progress Report with pictures;
- .7 Deficiency log;
- .8 Change Order Log; and



**.9** Detail job cost report.

§ 6.1.11 The Owner and the Contractor shall agree in writing upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, which shall not exceed the amount set forth above, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 6.1.12 In taking action on the Contractor's Applications for Payment the Architect and/or Owner's Representative shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect/Owner's Representative has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with the Contract Documents or other supporting data; (2) that the Architect/Owner's Representative has made exhaustive or continuous on-site inspections; or (3) that the Architect/Owner's Representative has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 6.1.13 In addition to its other rights of withholding, if Contractor has not achieved Substantial Completion by the time required herein, Owner may withhold and retain all further payments until Substantial Completion is achieved.

§ 6.1.14 To the extent Owner obtains construction financing to pay for all or part of a the Project, Pay Application submission and payments date, as well as information and documentation required to be provided by Contractor, shall be coordinated with the lending requirements of Owner's lender or financing partner, including any required procedures regarding loan draws. Contractor agrees to be bound by any such procedures and this Agreement shall be deemed to fully incorporate such requirements, which shall supersede any contradictory provisions of this Section such that the more stringent condition or longer periods of time shall apply.

§ 6.1.15 Contractor shall and hereby does subordinate all of its lien rights, if any, to the interests of the mortgage(s)/deed(s) of trust relating to this Project or property held by Owner's lender(s)/bond financiers for the Project, their successors or assigns. Contractor shall, if requested by Owner, additionally execute an agreement, in form and substance satisfactory to Owner's lender(s)/bond financiers for the Project, so subordinating lien rights to the interests of Project lender(s)/bond financiers; provided however, that Contractor shall not be required to enter into any such agreement that materially alters its rights under this Agreement, save for the subordination of Contractor's lien rights. Contractor shall likewise ensure that all of its subcontractors and suppliers of every tier subordinate their lien rights.

**§ 6.2 Final Payment**

§ 6.2.1 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 but not limited to those items set forth in Section 9.10 of AIA Document A201-2017) and all other closeout requirements, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment, including unconditional lien/claim waivers for itself and all Subcontractor and suppliers (see **Exhibit H**);
- .3 a final Certificate for Payment has been issued by the Architect;
- .4 all warranties, as-built drawings and operation and maintenance manuals have been completed and delivered to Owner; and
- .5 all documents required by Owner or Architect, or the Contract Documents, for close-out.

§ 6.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after Contractor's satisfaction of this Section 6.2 and corresponding provisions in the A201-2017, as revised. Invoices submitted after Final Payment shall not be paid and shall be deemed waived by the Contractor, who shall indemnify, defend and hold Owner harmless from such invoices.

§ 6.2.2.1 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 the Owner has sustained.

### § 6.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

« The prime interest rate set by Bank of America plus one percent (14%). »

## ARTICLE 7 DISPUTE RESOLUTION

### § 7.1 Initial Decision Maker

~~«Section not used. Initial Decision maker and any reference to such steps shall be skipped.»~~

### § 7.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

«See A201-2017, Article 15 »

## ARTICLE 8 TERMINATION OR SUSPENSION

### § 8.1 Termination

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

### § 8.2 Suspension

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

## ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 9.2.1 The representative of the Owner:

(Name, address, email address and other information)

~~«Insert Sam Davis, COO Tulalip Tribes of Washington»~~

~~6406 Marine Drive  
Tulalip, WA 98271~~

»

Written notice for Claims also to be provided to:

~~Sam Davis, COO Tulalip Tribes of Washington]~~

~~6406 Marine Drive~~

~~Tulalip, WA 98271 «{insert!}»~~

### § 9.2.2 The Owner's Representative:

(Name, address, email address and other information)

«~~Insert~~ Jason Crain,  
Wenaha ~~»~~ Group  
-505 S 336<sup>th</sup> Street  
Federal Way, WA 98003  
jason@wenahagroup.com  
253-374-0693

§ 9.2.2.1 Owner's Representative is authorized to act on behalf of the Owner with respect to certain contract administration and pay application certification functions. The authority of Owner's Representative may be supplemented or changed in writing by the Owner. Owner's Representative shall have no obligations to make payments hereunder, and nothing contained in this Agreement is intended to create any contractual relationship between the Contractor and the Owner's Representative, nor confer any third party beneficiary rights upon the Contractor with relation to the Owner's Representative. Neither the presence of, nor the monitoring or observations of the Owner's Representative shall limit or reduce the Contractor's liability for defects in its Work, and it is understood that the Contractor will be solely and completely responsible for its Work, compliance with the Contract Documents, and the working conditions on the job site, including safety, during the performance of the Work.

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

«[Insert] »

§ 9.4 The Contractor's representative shall not be changed without ten days' prior notice to the Owner.

#### § 9.5 Insurance and Bonds

§ 9.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 9.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

#### § 9.6 Other provisions

§ 9.6.1 Contractor agrees that its Project team identified in its proposal shall be of the highest capabilities, and Contractor shall staff the Project with capable employees to whom Owner has no reasonable objection for the duration of the Project. Contractor shall endeavor to maintain the continuity of the key project team members and, to the extent within Contractor's reasonable control, Contractor shall not change key project team members without the prior written approval of the Owner.

§ 9.6.2 Any publicity, press releases, advertising, printed materials, or display materials with respect to Owner, the Project and the Property shall be under the sole direction and control of Owner, and no contact or discussions by Contractor or its Subcontractors or consultants regarding the Property shall be had with the public press or media representatives without Owner's prior written consent, which may be withheld in Owner's sole discretion.

§ 9.6.3 Contractor shall comply with all reasonable security requirements of Owner, its assignees, or any affiliate thereof, and shall use its best efforts to schedule and conduct the Work to be rendered under this Agreement so as not to interfere with Owner's normal operations at any place of business of Owner that Contractor may visit in performance of the Work to be rendered under the Agreement.

§ 9.6.4 Contractor shall not cause or permit, except as specifically required by the ~~Specifications~~ or 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.

§ 9.6.5 A warranty walk through will be conducted by the Owner and Contractor at 11 months after the date of Substantial Completion.

**§ 9.6.6** Contractor shall at all times conduct its business in an ethical manner in compliance with all applicable laws and regulations (including, without limitation, all laws and regulations relating to corruption and bribery, importing and exporting, competition, privacy, product and consumer safety, environmental compliance, gaming, labor, wages, TERO, and worker health and safety). Contractor acknowledges and understands that Owner is subject to laws prohibiting Owner, or those who perform services for Owner, from offering or paying any bribe or giving gifts or hospitality to anyone for the purpose of obtaining an improper business advantage. Contractor also understands that these laws may apply regardless of where the activity occurs. Accordingly, Contractor shall not, directly or indirectly through a third party, offer, pay, promise or authorize the offer or payment of, any financial or other benefit or advantage, or anything of value, to any person or entity: (i) to improperly obtain a business advantage or to obtain or retain business; (ii) induce the person to perform any function or activity improperly, or to provide a reward for doing so; or (iii) to corruptly influence, directly or indirectly, any act or decision of any government or Tribal official, employee, candidate for public office, Tribal council member, government or Tribal controlled entity, or political party. Contractor agrees to annually certify in writing upon request its compliance with this Section 15.7.3, and report to Owner immediately any actual or suspected violations. Contractor shall, upon request of Owner, make its managers, representatives, or employees reasonably available to complete any training regarding bribery laws and gift policies. Owner or its auditors or representatives may at any time audit Contractor's compliance with this Section, and Contractor shall cooperate fully with any audit, or investigation of suspected violations.

**§ 9.6.7 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.

**ARTICLE 10 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 10.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, **Exhibit A**, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Other Exhibits:

**Exhibit B** – Drawings

**Exhibit C** – Specifications

**Exhibit D** – Contractor's Schedule

**Exhibit E** – Form Notice to Proceed

**Exhibit F** – Schedule of Values

**Exhibit G** – Approved Pay Application Form

~~Exhibit H – Form Lien Claim Waivers (Interim and Final)~~

~~Exhibit I – Project Closeout Checklist~~

~~Exhibit **J** – Form Change Order~~

**Exhibit **K**** – Owner Related Entities

~~Exhibit **L** – Contractor's Assumptions~~

~~Exhibit **M** – Request for Proposal~~

~~Exhibit **N** – Contractor's Proposal~~

~~Exhibit **O** – Scope of Preconstruction Services [delete if not used]~~

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)



**TULALIP TRIBES – UTILITY BUILDING  
TULALIP, WASHINGTON**

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SECTION 102109 - METAL TOILET COMPARTMENTS**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Metal toilet partitions.
  - 2. Metal urinal screens.
  - 3. Accessories and attachment hardware.
- B. Related Sections:
  - 1. 061000 - Rough Carpentry: Blocking support framing.
  - 2. 092200 – Lightgage Metal Support Framing.
  - 3. 102813 - Toilet Accessories.
- C. Drawings, the provisions of the Agreement, the General Conditions, and Division 1 specification sections apply to all work of this Section.
- D. Substitutions: Substitute products will be considered only under the terms and conditions of Section 016000.

**1.2 REFERENCES**

- A. American Society for Testing and Materials (ASTM):
  - 1. A167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet and Strip.
  - 2. A591 - Steel Sheet, Cold-Rolled, Electrolytic Zinc-Coated.
- B. FS RR-P-1352 - Partitions, Metal Toilet, Complete.

**1.3 SYSTEM DESCRIPTION**

- A. Toilet Partition Configuration Floor supported design.

**1.4 SUBMITTALS**

- A. Make submittals in accordance with Section 013300.
- B. Product Data: Manufacturer's detailed technical data, including information on anchors, hardware, fastenings, accessories and installation instructions.
- C. Shop Drawings: Indicate partition layouts, swing of doors, elevations, anchorage and mounting details, panel construction, components hardware, finishes and all relevant dimensions.
- D. Samples:
  - 1. Manufacturer's complete line of colors for selection by the Architect.

**1.5 QUALITY ASSURANCE**

- A. Conform to the requirements of the jurisdictional code authorities, including accessibility regulations.

**PART 2 - PRODUCTS**

**2.1 APPROVED MANUFACTURERS**

- A. Manufacturers: Products of the following manufacturers are approved, subject to the specified requirements:
  - 1. Accurate Partitions Corporation.
  - 2. Global Steel Products Corporation.
  - 3. Knickerbocker Partition Corporation.

**2.2 COMPONENTS**

- A. Metal Panels:
  - 1. Facing Sheets: Steel sheets meeting the requirements of ASTM A 591, Class C; galvanized - bonderized; minimum gages as follows:
    - a. Pilasters: 18 gage

**TULALIP TRIBES – UTILITY BUILDING  
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**SECTION 102109 - METAL TOILET COMPARTMENTS**

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- b. Panels: 20 gage.
- c. Urinal Screens: 20 gage.
- d. Doors 22 gage.
- 2. Core Material: Manufacturer's standard impregnated kraft paper honeycomb core.
- 3. Panel Thicknesses: 1 inch minimum for doors, panels, and screens; 1-1/4 inch minimum for pilasters.
- 4. Fabricate units with cutouts, drilled holes, and internal reinforcement to receive partition-mounted hardware and accessories. Minimum reinforcement gages as follows:
  - a. Concealed Anchorage Reinforcement: Minimum 12 gage galvanized steel sheet.
  - b. Concealed Tapping Reinforcement: Minimum 14 gage galvanized steel sheet.
- 5. Pressure-laminate seamless face sheets to core material, and seal edges with continuous interlocking strip or with lapped and formed edges.
- 6. Weld edges and corners, with exposed welds ground smooth.
- 7. Finish:
  - a. Clean galvanized steel surfaces after fabrication and before application of enamel coating system, to remove processing compounds, oils, and other contaminants.
  - b. Prime metal with baked-on, rust-inhibitive primer.
  - c. Apply 2 coats of thermosetting enamel finish, applied by electrostatic process, and baked in accordance with paint manufacturer's instructions. Color[s] as selected by Architect.
- B. Pilaster Shoes: ASTM A 167, Type 302/304 stainless steel, not less than 3 inches high, 20 gage, finished to match hardware.
- C. Stirrup Brackets: Manufacturer's standard design for attaching panels to walls and pilasters; Polished chromium plated over solid brass, or polished stainless steel, unless indicated otherwise. Aluminum or low temperature alloy castings not acceptable.
- D. Hardware: Polished chromium plated over solid brass, or polished stainless steel, unless specified otherwise. Aluminum or low temperature alloy castings not acceptable.
  - 1. Hinges: Cutout inset type, adjustable to hold door open at any angle up to 90 degrees. Provide gravity type, spring-action cam type, or concealed torsion-rod type, to suit manufacturer's standards.
  - 2. Latch units for non-handicapped compartments: Manufacturer's standard concealed or surface-mounted strike and keeper units designed for emergency access.
  - 3. Latch units for handicapped compartments: Manufacturer's standard concealed or surface-mounted sliding or flip-over latch units, designed for emergency access and for use by handicapped persons.
  - 4. Coat hook: Manufacturer's standard unit, combination hook and rubber-tipped bumper.
  - 5. Door pull: Manufacturer's standard U-shaped handle unit.
- E. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, or chromium-plated brass finished to match hardware, with tamper-resistant heads and nuts. For concealed anchors, use hot-dip galvanized, cadmium-plated, or other rust-resistant protective-coated steel.

**2.3 FABRICATION**

- A. Fabricate partitions in accordance with FS RR-P-1352.
- B. Take field measurements prior to fabrication where possible. Coordinate installation of adjacent materials as necessary to accommodate installation within specified requirements.
- C. Door Configurations:
  - 1. Handicapped Toilet Stalls: Provide 32 inch wide (clear opening) out-swinging doors.

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**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Prior to starting work, carefully inspect installed work of other trades and verify that such work is complete to the point where work of this Section may properly commence. Notify the Architect in writing of conditions detrimental to the proper and timely completion of the work.
- B. Do not begin installation until all unsatisfactory conditions are resolved. Beginning work constitutes acceptance of site conditions and responsibility for defective installation caused by prior observable conditions.

**3.2 PREPARATION**

- A. Furnish inserts and anchorages which must be built into other work for installation of panels and accessories. Coordinate delivery as necessary to avoid delays.
- B. Coordinate the placement of blocking specified elsewhere.

**3.3 INSTALLATION**

- A. Install systems in accordance with the manufacturer's recommendations. Notify the Architect of all conflicts with manufacturer's recommendations.
- B. Floor Mounted Partitions: Provide for adjustment of floor variations with screw jack through steel saddles integral with pilaster. Secure pilasters to floor and level, plumb, and tighten installation with devices furnished. Conceal floor fastenings with stainless steel shoes.
- C. Panels:
  - 1. Install panels rigid, square, plumb, and level.
  - 2. Secure panels to walls with not less than 2 stirrup brackets. Locate stirrup brackets so that holes for wall anchorages occur in masonry or tile joints. Secure panels in position with manufacturer's recommended anchoring devices.
  - 3. Provide maximum 1/2 inch clearances between pilasters and panels and maximum 1 inch clearance between panels and walls.
  - 4. Secure panels to pilasters with not less than two stirrup brackets located to align with stirrup brackets at wall.
- D. Doors:
  - 1. Equip each door with hinges, one door latch and one coat hook and bumper. Provide door pull on outswinging doors.
  - 2. Hang doors and adjust for uniform clearances at vertical edges of doors not exceeding 3/16 inch.
  - 3. Install door strike keeper and door bumper on each pilaster in alignment with door latch.
  - 4. Adjust hinges to locate doors in partial open position when unlatched.
- E. All exposed attachments shall be made using tamperproof bolts and nuts.

**3.4 CLEANING**

- A. Remove protective masking materials.
- B. Field touch-up of scratches or defaced enamel finish will not be permitted. Damaged, scratched or marred materials shall be replaced with new materials.
- C. Clean exposed surfaces of panel systems using materials and methods recommended by manufacturer, and provide protection as necessary to prevent damage during remainder of construction period.

**END OF SECTION**