

Karuk Community Health Clinic
64236 Second Avenue
Post Office Box 316
Happy Camp, CA 96039
Phone: (530) 493-5257
Fax: (530) 493-5270



Karuk Dental Clinic
64236 Second Avenue
Post Office Box 1016
Happy Camp, CA 96039
Phone: (530) 493-2201
Fax: (530) 493-5364

Administrative Office

Phone: (530) 493-1600 • Fax: (530) 493-5322
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

ADVERTISEMENT FOR BID

REQUEST for BIDS 26-RFP-014

For More Information: Eric Cutright, Chief Information Officer, (530) 598-8006, or
ecutright@karuk.us

Mandatory Pre-bid Conference: March 25th, 2026 at 10:00 a.m. to be located at the Karuk Tribe council chambers, 37960 State Highway 96, Orleans, Ca 95556, site visit to follow

Bid Deadline: April 10th, 2026 no later than 2:00 p.m. (Pacific Standard Time)

The Karuk Tribe requests proposals for the following Scope of Work for the Klamath River Rural Broadband Initiative Project starting in Orleans, California, and ending in McKinleyville, California. Bids shall include installation of new fiber optic transmission lines as shown on the project plans.

All potential contractors shall provide proof of minimum qualifications and experience to perform this type of work (See Contractor Questionnaire).

All sub-contractors to be authorized by Karuk Tribe prior to issuing a contract.

Successful bidders will be required to furnish both a Payment Bond and Performance Bond in the full amount of the Contract Price.

Preference in the award of this Contract shall be given to Indian and Alaskan Native organizations and economic enterprises. The Owner shall give preference to a 51% Indian-owned Economic Enterprise so long as the bid by this enterprise does not exceed the lowest responsive bid submitted by more than 5%. "Indian-owned Economic Enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51% of the enterprise, and that ownership shall encompass active operation and control of the enterprise. All preferences shall be publicly announced at the bid opening. Any contractor claiming Indian preference shall complete and submit, with his or her BID, the form entitled "Statement of Qualifications, Alaska Native or Indian Owned Enterprise" (included in the bidding package). **All required TERO documents (including the TERO Compliance Plan) must be included in the BID, or the BID will be deemed ineligible (See Section M).**

Full electronic (pdf) copies of the contract documents may be requested by calling (530) 629-3000 or emailing tvce@tvce.biz.

This project is subject to prevailing wage rates as determined by the State of California.

KARUK TRIBE

KLAMATH RIVER RURAL BROADBAND INITIATIVE ORLEANS TO MCKINLEYVILLE, CALIFORNIA

Project Number: 26-C

CONTRACT DOCUMENTS

Owner:

Karuk Tribe
64236 Second Avenue
Post Office Box 1016
Happy Camp, California 96039
(530 590-493-1600



Karuk Community Health Clinic

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Karuk Tribe

**Administrative Office**

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A.

INFORMATION FOR BIDDERS

BID SUBMITTALS AND CONDITIONS

BIDS will be received by Eric Cutright, Karuk Tribe (herein called the "Owner"), at 64236 Second Avenue, Happy Camp, California 96039 until the time listed in the Advertisement for BIDS. Bids will be received at the Pithvuyraam Meeting Room at this address, opened, and read aloud.

FAXED BIDS WILL NOT BE ACCEPTED.

The following documents constitute a complete bid and are required to be submitted to form a responsive bid:

- i. Bid
- ii. and Bid Schedule
- iii. Bid Bond
- iv. Contractor's Questionnaire
- v. Non-Collusive Affidavit
- vi. Statement of Qualifications for Indian Preference (if claimed)
- vii. TERO Compliance Plan
- viii. Addenda Acknowledgement (if Addenda are issued)

Each bid must be submitted in a sealed envelope, addressed to Eric Curtight, Karuk Tribe Administrative Office, 64236 Second Avenue, Happy Camp, California 96039. Each sealed envelope containing a bid must be plainly marked on the outside as **BID FOR KLAMATH RIVER RURAL BROADBAND INITIATIVE PROJECT**, and the envelope should bear on the outside the name of the bidder, his/her address, his/her license number if applicable, If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to:

Eric Cutright
P.O. Box 1016
Happy Camp, California 96039

BIDS received after the date and time specified for opening will not be considered. If forwarded by mail, the bid must be received by the date and time of opening. Any BIDS received after the time and date of opening resulting from untimely delay due to the mail system or other methods of conveyance will not be considered. The bidder is solely responsible for timely delivery of his bid.

Bids received prior to the time of opening will be securely kept, unopened. The official who is to open the BIDS will decide when the specified time has arrived, and no BID received thereafter will be considered. No responsibility will attach to office personnel for the premature opening of a bid not properly addressed and identified. Electronic BIDS or modifications will not be considered.

Any BIDS may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. A conditional or qualified BID will not be accepted. BIDDERS may copy the required pages from the Project Manual, and prepare their bid on those copies, in lieu of submitting the entire Project Manual. Each signature page must bear an original signature, whether within or separate from the project Manual.

BIDDERS shall have a current California Contractors License appropriate for the nature of work to be performed. Legitimate BIDDERS (Licensed and Bonded in accordance with current California State Contractor's Law) shall have a License Class A.

After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. No BIDDER may withdraw a BID within 60 (sixty) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BID REVIEW AND AWARD

The OWNER may waive any informalities or minor defects or reject any and all BIDS.

Award will be made to the lowest responsive, responsible BIDDER with due consideration for Indian Preference.

BIDDING INFORMATION

The OWNER shall provide to BIDDERS prior to BIDDING:

- i. A package containing the BID and CONTRACT DOCUMENTS necessary to construct the project.
- ii. All information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.
- iii. A **mandatory** pre-bid conference to be held on March 25, 2026 at 10:00 a.m. Bidders shall be expected to be familiar with site conditions. **BIDDERS shall meet at the Karuk Tribe Council Chambers, 37960 State Highway 96, Orleans, Ca 95556 prior to the site visit.**

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the BID Schedule by examining the site and reviewing the drawings and specifications including ADDENDA. The failure or omission to do this shall in no way relieve any BIDDER from any obligation in respect to his BID.

Questions regarding the Plans and Specifications shall be submitted in writing via email to ecutright@karuk.us. Requests for clarification must be received at least five working days prior to the bid opening date. Replies to such inquiries will be in the form of addendum or clarification that will be emailed to all plan holders. Requests for clarification regarding various portions of the Plans may also be directed to:

Eric Cutright, Chief Information Officer
(530) 493-1600 ext.2060
ecutright@karuk.us

QUESTIONNAIRE AND FINANCIAL STATEMENT FORM

BIDDERS must fill out, sign and submit this form as part of the proposal. BIDDERS must also, if required, present additional satisfactory evidence that they are fully prepared with the necessary experience, capital, machinery and materials to furnish the articles called for and to conduct the work as required by the drawings and specifications.

NON-COLLUSIVE AFFIDAVIT

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided by the Owner, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

BONDING REQUIREMENTS

BID BOND totaling a minimum of 5% of the contract amount.

PERFORMANCE, and PAYMENT BONDS will be required for this project.

PERFORMANCE and PAYMENT BONDS, each totaling 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, shall be provided to the OWNER when the AGREEMENT is executed.

Attorneys-in-fact who sign PAYMENT and PERFORMANCE BONDS must file with each bond a certified and effective dated copy of their power of attorney.

INDIAN PREFERENCE

This CONTRACT shall be executed in accordance with the Indian Preference Act 1934, 25 CFR Part 5 Preference in Employment and the Karuk Tribe TITLE 5 TERO Ordinance. **All BIDDERS requesting Indian preference shall submit their request for Indian preference to the Karuk Tribe office at least one week before the bid submittal date for approval.**

TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

All BIDDERS acknowledge that a 2% TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Aboriginal Territory, provided that the total contract or annual gross revenues meet or exceed \$2,500. Contact Michelle Cook, TERO Director at (530) 493-1600 ext 2031, for questions on the Karuk TERO policy.

PURCHASE OF STEEL PRODUCTS

All steel products purchased for Federal construction projects shall be manufactured in the USA, and proof of such may be required.

NOTICE OF AWARD

The OWNER may make such investigations, as he deems necessary to determine the ability of the BIDDER to perform the WORK. BIDDERS shall be prepared to furnish such information and data for this purpose at the OWNER's request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The successful BIDDER will be required to execute an AGREEMENT and obtain the PERFORMANCE and PAYMENT BOND, if required, within fourteen (14) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case any BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within fourteen (14) calendar days of receipt of the AGREEMENT and any required PERFORMANCE and PAYMENT BONDS signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE

withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

NOTICE TO PROCEED

The OWNER expects to issue the NOTICE TO PROCEED by April 24th, 2026 or on a date mutually agreed upon by the Owner and Contractor. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued by May 30th, 2026 or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

OTHER REQUIREMENTS

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

The successful BIDDER shall abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the GENERAL CONDITIONS.

The successful BIDDER shall supply the names and addresses of major material SUPPLIERS and SUB-CONTRACTORS to the OWNER within ten days of receipt of NOTICE TO PROCEED.

The successful BIDDER shall supply submittals information in accordance with the submittals section of the contract documents.

FEDERAL REQUIREMENTS

1. The work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b) which requires that to the greatest extent feasible: (a) preference and opportunities for training and employment shall be given to Indians.
2. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000).
3. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) (All contracts and sub grants for construction or repair).
4. Compliance with Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5) (Construction contracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
5. Access to and retention of records for a period of three (3) years relating to this Project as required by 24 CFR 85.36(j) (10) and (11). Cooperation and provision of all necessary information and documentation as may be required for reporting relating to this project.
6. Affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible (24 CFR 85.36(e); E.O. 11625).
7. No award or subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
8. Compliance with the provisions of the Hatch Act (5 U.S.C. 1501-1508) and the Intergovernmental Personnel Act of 1970 as amended by Title VI of Civil Service Reform Act (Pub. L. 95-454 Section 4728) prohibiting use of federally appropriated funds for influencing or attempting to influence the award

of any federal monies and to make such reports and disclosures as are required there under. The signing of the contract in which this Attachment is referenced is a certification of agreed compliance.

9. Prohibition against personal or financial interest in or benefit from this contract obtained by certain affiliates, associates, board members or employees of Owner or its grantees, either from themselves or their families or business associates, during their tenure or for one year thereafter.

State of California REQUIREMENTS

1. All work shall be subject to prevailing wages as determined by the State of California.
2. Contractor shall be responsible for adherence to all laws as applicable in the State of California.

PROJECT REQUIREMENTS

Schedule

The following schedule restrictions are applicable to this project:

Segment 5 must be completed by no later than September 30, 2026. Other wise liquidated damages shall apply.

Segment 1 must be completed by no later than December 31, 2026. Other wise liquidated damages shall apply.

Segments 3 and 4 must be completed by September 30, 2027, otherwise liquidated damages shall apply.

Compliance

In addition to the above requirements, the Contractor shall be responsible for adherence to conditions as detailed in the following documents (attached for reference).

1. Environmental Compliance Plan
2. Caltrans Encroachment Permit
3. County of Humboldt Encroachment Permit
4. Agreements / permits with PG&E, Verizon, and AT&T

B.

BID

Proposal of _____ (hereinafter called "**BIDDER**"), organized and existing under the laws of the State of California, doing business as Karuk Tribe (a corporation, a partnership, an individual, etc.)
to the Karuk Tribe (hereinafter called "**OWNER**").

In compliance with your Advertisement for BIDS, Bidder hereby proposes to perform all Work for the completion of the construction of the **Klamath River Rural Broadband Initiative Project** in strict accordance with the Contract Documents, including the Technical Specifications (Standard Specifications and Special Provisions) and Drawings titled "**Klamath River Rural Broadband Initiative Project**", within the time set forth therein, and at the prices stated in the Bid Schedule.

By submission of this **BID**, each **BIDDER** certifies, and in the case of a joint **BID** each party thereto certifies as to his organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual items amounts shall govern and the corrected total shall be deemed to be the amount bid.

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT**, as noted in the attached schedule, within **550 (Five Hundred fifty)** consecutive calendar days thereafter, or as mutually agreed upon in writing, should weather become a factor in delaying said project. **BIDDER** further agrees to pay as **liquidated damages, the sum of \$1,500.00 (One dollars and no cents)** for each consecutive calendar day thereafter as provided in Section 25 of the General Provisions (Time for Completion and Liquidated Damages section).

BIDDER agrees to perform all the work described in the **CONTRACT DOCUMENTS** for the unit prices or lump sum stated in the Bid Schedule.

BID SCHEDULE
KLAMATH RIVER RURAL BROADBAND INITIATIVE
ORLEANS, CA TO MCKINLEYVILLE, CA
KARUK TRIBE

LINE ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL
1	Mobilization and Demobilization	1	LS		
2	Traffic Control system	1	LS		
3	Water Pollution control Program	1	LS		
Segment 1					
4	2" Conduit System Installation - HDD	59,320	LF		
5	1.25" Conduit System Installation - HDD	59,320	LF		
6	Conduit System Installation (1.25" & 2") -Trenching	60	LF		
7	Handhold / Vault Installation	66	EA		
8	Trace Wire - Furnish and Installation	59,320	LF		
9	Fiber Optic Cable Installation - 144 Strand - UG	60,320	LF		
10	Fiber Optic Cable Installation - 288 Strand - UG	60,320	LF		
11	Fiber Optic Cable Installation - 144 Strand - Overhead	15,760	LF		
12	Fiber Optic Cable Installation - 288 Strand - Overhead	7,250	LF		
13	Bridge Hang - Aikens Creek (#04-0059)	1	LS		
14	Bridge Hang - Bluff Creek #1 (#04-0025)	1	LS		
15	Bridge Hang - Bluff Creek #1 (#04-0061)	1	LS		
16	Bridge Hang - Bluff Creek #1 (#04-0063)	1	LS		
17	Surface Restoration	3,450	SF		
Segment 3					
18	1.25" Conduit System Installation - HDD	179,560	LF		
19	Handhold / Vault Installation	44	EA		
20	Trace Wire - Furnish and Installation	89,780	LF		
21	Fiber Optic Cable Installation - 144 Strand	89,780	LF		
22	Surface Restoration	2,200	SF		
Segment 4					
23	1.25" Conduit System Installation - HDD	111,990	LF		
24	Conduit System Installation -Trenching	50	LF		
25	Handhold / Vault Installation	31	EA		
26	Trace Wire - Furnish and Installation	55,995	LF		
27	Fiber Optic Cable Installation - 144 Strand - UG	56,067	LF		
28	Fiber Optic Cable Installation - 144 Strand - OVERHEAD	6,472	LF		
29	Bridge Hang - Prarie Creek	1	LS		
30	Surface Restoration	1,640	SF		

LINE ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL
Segment 5					
	<u>Orick to Murray Road</u>				
31	2" Conduit System Installation - HDD	392	LF		
32	1.25" Conduit System Installation - HDD	392	LF		
33	Conduit System Installation (1.25" & 2") -Trenching	20	LF		
34	Handhold / Vault Installation	1	EA		
35	Trace Wire - Furnish and Installation	412	LF		
36	Fiber Optic Cable Installation - 144 Strand - UG	412	LF		
37	Fiber Optic Cable Installation - 288 Strand - UG	412	LF		
38	Fiber Optic Cable Installation - 144 Strand - Overhead	139,632	LF		
39	Fiber Optic Cable Installation - 288 Strand - Overhead	139,632	LF		
40	Surface Restoration	136	SF		
	<u>Murray Road</u>				
41	2" Conduit System Installation - HDD	20,220	LF		
42	1.25" Conduit System Installation - HDD	20,220	LF		
43	Handhold / Vault Installation	22	EA		
44	Trace Wire Furnish and Installation	20,220	LF		
45	Fiber Optic Cable Installation - 144 Strand - UG	20,220	LF		
46	Fiber Optic Cable Installation - 288 Strand - UG	20,220	LF		
47	Fiber Optic Cable Installation - 144 Strand - Overhead	3,137	LF		
48	Fiber Optic Cable Installation - 288 Strand - Overhead	3,137	LF		
49	Surface Restoration	872	SF		
	<u>Central Avenue</u>				
50	2" Conduit System Installation - HDD	192	LF		
51	1.25" Conduit System Installation - HDD	236	LF		
52	Conduit System Installation (1.25") -Trenching	15	LF		
53	Handhold / Vault Installation	2	EA		
54	Trace Wire Furnish and Installation	443	LF		
55	Fiber Optic Cable Installation - 144 Strand - UG	251	LF		
56	Fiber Optic Cable Installation -288 Strand - UG	192	LF		
57	Fiber Optic Cable Installation - 144 Strand - Overhead	3,420	LF		
58	Fiber Optic Cable Installation - 288 Strand - Overhead	1,910	LF		
59	Surface Restoration	188	SF		
	<u>Railroad Drive</u>				
60	1.25" Conduit System Installation - HDD	278	LF		
61	Conduit System Installation (1.25") -Trenching	12	LF		
62	Handhold / Vault Installation	2	EA		
63	Trace Wire Furnish and Installation	290	LF		
64	Fiber Optic Cable Installation - 144 Strand	290	LF		
65	Surface Restoration	156	SF		
66	TERO Tax (2%)	1	LS		

BID TOTAL

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Respectfully Submitted:

Signature

Title

License No.

SEAL - (if BID is by a corporation)

Address

Date

Expiration Date

C.

BID BOND

KNOW ALL BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

_____ as Surety, are hereby held and firmly

bound unto the Karuk Tribe, as **OWNER** in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the completion of the **Klamath River Rural Broadband Initiative Project**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation, shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

BY: _____ (Seal)

Surety

BY: _____ (Seal)

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the state where the project is located.

D.

CONTRACTOR QUESTIONNAIRE

Name: _____

Social Security Number: _____

D.B.A.: _____

Street address: _____

City: _____ Telephone: _____

State License Number: _____ Type: _____

Bank References: _____

Minimum Experience Required: List three most recent construction jobs by name and address – projects to show a minimum of five years experience and 80,000 linear feet of Horizontal Directional Drilling completed. Include references for each project completed.

List supervisory personnel and experience with Horizontal Directional Drilling?

Minimum Experience Required: List three most recent construction jobs by name and address – projects to show a minimum of five years experience and 80,000 linear feet of Overhead Fiber Optic Cable Installation completed. Demonstrate Contractor pre-approval with the utility pole owners for work to be completed. Include references for each project completed.

List supervisory personnel and experience with Overhead Fiber Optic Cable Installation?

How long in business? _____ How many employees? _____

Are you an equal opportunity employer? _____

Are you eligible to perform federal government work? _____

Name and address of insurance carrier: _____

Conflict of Interest:

Are you or any member of your family related to any employee of the Owner or member of the governing board of the Owner?

No: _____ Yes: _____ If yes, please explain relationship:

Signature of License Holder

Date: _____

Signature of Company Representative (if different)

Date: _____

E.

NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says:

That he is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has no colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project Name: Klamath River Rural Broadband Initiative Project

Location: Orleans to McKinleyville, California

(Signature shall be notarized)

(Name and title)

(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and Sworn (or affirmed) to before me on this _____ day of _____, 20____ by _____ proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature of Notary

Seal

F.

**STATEMENT OF QUALIFICATIONS
ALASKA NATIVE OR INDIAN OWNED ENTERPRISES**

The undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

- Applicant wishes to qualify as an "Economic Enterprise" as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is: "an Indian-Owned... commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian ownership shall constitute not less than 51 percent of the enterprise",

or

- A "Tribal Organization" as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-638); that is: "the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant..."

1. Name of Enterprise or Organization: _____

Address: _____

Telephone No: _____

2. Check One:

- Corporation
- Joint Venture
- Partnership
- Sole Proprietorship
- Other (Specify) _____

3. If a Corporation, answer the following:

a. Date of incorporation: _____

b. State of Incorporation: _____

c. Give the names and addresses of the officers of this corporation and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or	Title	Address	% of Stock Ownership
		President		
		Vice-President		
		Secretary or Clerk		
		Treasurer		

d. Complete the following information on any stockholder who is not listed in C above, owning 51% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or	Address	% of Stock Ownership

If a Sole Proprietorship or Partnership, answer the following:

a. Date of Organization: _____

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name	I or NI	Address	% of Ownership

If a joint Venture, answer the following:

a. Date of Joint Venture Agreement: _____

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

4. Give the name, address, and telephone number of the principal spokesperson of your organization:

5. Will any officer or partner listed in Q4 be engaged in outside employment?

Yes No

If Yes, complete the following:

Name/Title	Hours Per Week Outside the Enterprise

6. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

Yes No

If yes, complete the following:

Name and Address of subsidiary, affiliate or other concerns	Description of Relationship

7. Does this enterprise or any person listed in Q4 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other type of compensated assistance.

Yes No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

8. a. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is a current bona-fide individual who is regularly employed by the contractor in a supervisory or other key position when work is available.

b. Over the past three years, what has been the average number of employees? _____

G.

NOTICE OF AWARD

To: Contractor
Address
City, State, Zip Code

PROJECT DESCRIPTION:

This is a construction contract for completion of the Klamath River Rural Broadband Initiative Project.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated March 16, 2026 and the contract documents package.

You are hereby notified that your BID has been accepted in the amount of \$_____

You are required to execute the Construction Contract and furnish CONTRACTOR'S Performance and Payment BONDS, if required, to the OWNER within ten calendar days from the date of this Notice to you. In addition, you are required to furnish a certificate of insurance before the Notice to Proceed will be issued.

You are required to submit a plan for the maximum utilization of Indian and Alaska Native workers. Notice to Proceed will not be issued until the OWNER has received and approved this plan and the TERO Officer has issued a TERO Permit enumerating the plan. Reference General Provisions Section 49. If you need information on Indian Employment, contact Dion Wood at (530) 493-1600 ext. 2030

If you fail to execute and furnish the Agreement and any required BONDS within ten days from the date of this Notice, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**.

Dated _____

Karuk Tribe
(Owner)

By _____
Russell Attebery

Title Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____ (Company Name)

this the _____ day of _____ 20____

By _____

Title _____

Karuk Community Health Clinic
64236 Second Avenue
Post Office Box 316
Happy Camp, CA 96039
Phone: (530) 493-5257
Fax: (530) 493-5270



Karuk Dental Clinic
64236 Second Avenue
Post Office Box 1016
Happy Camp, CA 96039
Phone: (530) 493-2201
Fax: (530) 493-5364

Administrative Office
Phone: (530) 493-1600 • Fax: (530) 493-5322
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

H.

**KARUK TRIBE
CONSTRUCTION CONTRACT
CONTRACT NUMBER 26-C-_____**

This Agreement, made this _____, by and between the **Karuk Tribe**, hereinafter called "**Owner**" and _____ hereinafter called "**Contractor**."

Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete **all construction (including obtaining necessary permits and testing), and commissioning of the Karuk Tribe's Klamath River Rural Broadband Initiative Project from Orleans to McKinleyville, California** as per the Contract, Plans, and Special Contract Requirements.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The Contractor will commence the work required by the Contract documents within ten calendar days after the date of the Notice to Proceed and will complete the same by **550 Calendar days or by December 31, 2027**
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of _____ as shown in the Bid (Proposal) documents.
5. The term "**Contract Documents**" means and includes the following:

- Advertisement for Bids
- Information for Bidders
- Bid/Bid Schedule
- Contractor Questionnaire
- Non-Collusive Affidavit
- Statement of Qualifications
- Notice of Award
- Agreement
- Payment Bond
- Performance Bond
- Notice to Proceed
- Change Order Information
- General Conditions
- Karuk Tribal Employment Rights Policy
- Indian Preference Documentation, if applicable
- Special Contract Requirements
- Project Plans

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

In Witness Whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 2 (no.) copies, each of which shall be deemed an original on the date first above written.

OWNER: KARUK TRIBE

CONTRACTOR

BY: _____
Russell Attebery

BY: _____

TITLE: Chairman/Owner

TITLE: Bidder

PO BOX 1016
HAPPY CAMP, CA 96039
TEL: 530-493-1600

Address
City, State, Zip Code
TEL:

I.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name and Address of Contractor)
a _____, hereinafter called Principal, and _____,
(Corporation Partnership or Individual) (Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Karuk Tribe 64236 Second Avenue, Happy Camp, California 96039, hereinafter called Owner, in the penal sum of \$_____, in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract Owner, dated the _____, a copy of which is hereto attached and made a part hereof for the all construction (including obtaining necessary permits), inspection and commissioning of the Karuk Tribe's **Klamath River Rural Broadband Initiative** from Orleans, Ca to McKinleyville, CA.

Now Therefore, if the Principal shall promptly make payment to all persons, firms, sub-contractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Provided further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the Technical Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Technical Specifications.

Provided further, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Thereof, this instrument is executed in 2 counterparts, one of which shall be deemed an original, this the ____ day of _____, 20_____.

(SEAL) _____
(Name of Principal)

BY: _____
(Signature for Principal)

(Address)

ATTEST: _____
(Principal Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

(SEAL) BY: _____
(Attorney-in-Fact)

(Address)

ATTEST: _____
(Surety Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must be authorized to transact business in the State where the project is located.

J.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name and Address of Contractor)
a _____, hereinafter called Principal, and _____
(Corporation Partnership or Individual) (Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Karuk Tribe 64236 Second Avenue, Happy Camp, California, 96039, hereinafter called OWNER, in the penal sum of \$ _____ day in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ a copy of which is hereto attached and made a part hereof for the all construction (including obtaining necessary permits), inspection and commissioning of the Karuk Tribe's Klamath River Rural Broadband Initiative Project in Orleans to McKinleyville, California.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the Technical Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Technical Specifications.

Provided further, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness thereof, this instrument is executed in 2 counterparts one of which shall be
(Number)
deemed an original, this the _____ day of _____, 20____.

(SEAL) _____
(Name of Principal)

BY: _____
(Signature for Principal)

(Address)

ATTEST: _____
(Principal Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

(SEAL) BY: _____
(Attorney-in-Fact)

(Address)

ATTEST: _____
(Surety Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must be authorized to transact business in the State where the project is located.

K.

NOTICE TO PROCEED

To: _____
(Contractor)

(Address)

Date: _____

Project: Klamath River Rural Broadband Initiative

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____ and you are to complete the work by _____.

Prior to commencing work, you shall obtain Certificates of Insurance acceptable to the Owner and place them on file with the Owner (reference General Provision section 16).

Within ten days of this notice, you shall provide a Construction Progress Schedule to the Owner through the Contract Manager for approval (reference Special Provisions section 7).

The Contractor shall supply the names and addresses of major material supplies and Sub-Contractors to the Owner within ten days of receipt of this notice.

Karuk Tribe
(Owner)

Russell Attebery

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

(Contractor)

this the ____ day of _____, 20__.

By: _____

Title: _____

L.

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions, Detail Drawings
3. Reports and Records
4. Drawings and Specifications
5. Site Investigation & Conditions
6. Shop Drawings
7. Materials, Services and Facilities
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Laws and Regulations Affecting Work
12. Taxes
13. Protection of Work, Property, Persons
14. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
15. Operations and Storage Areas
16. Insurance
17. Indemnification
18. Contract Security
19. Accident Prevention and Safety Program
20. Temporary Sanitary Facilities
21. Supervision by Contractor
22. Subcontracting
23. Separate Contracts
24. Days of Work, Hours of Work
25. Time for Completion and Liquidated Damages
26. Progress Schedules & Requirements for Compliance
27. Land and Rights-of-Way
28. Suspension of Work, Termination and Delay
29. Inspection and Testing
30. Correction of Work
31. Changes in the Work
32. Changes in Contract Price
33. Differing Site Conditions
34. Use and Possession Prior to Completion
35. Record Drawings
36. Cleanup and Finish Grading
37. Measurement and Payment
38. Variation in Estimated Quantities
39. Final Inspections
40. Payments to Contractor
41. Assignments
42. Guaranty
43. Acceptance of Final Payment as Release
44. Contract Manager's Role and Authority
45. Resolution of Disputes
46. Equal Employment Opportunity
47. Clean Air and Water
48. Indian Preference

1. **DEFINITIONS**

- 1.1 Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, drawings and technical provisions, by additions, deletions, clarifications or corrections.
- 1.3 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.4 Bidder - Any person, firm or corporation submitting a bid for the work.
- 1.5 Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the contract documents.
- 1.6 Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.
- 1.7 Contract Documents - The contract, including Advertisement For BIDS, Information For Bidders, Bid, Bid Bond, Agreement, General Provisions, Labor Provisions, Special Provisions, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Technical Specifications, Submittal Requirements, and Addenda.
- 1.8 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the work.
- 1.10 Contract Manager - The person with the owner organization who is authorized to administer the contract for the Owner.
- 1.11 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.
- 1.12 Contract Manager Representative - The representative of the Contract Manager authorized to deal with the Contractor at the site to administer the technical aspects of the Contract and to assure compliance with the Drawings and Specifications.
- 1.13 Drawings - The part of the contract documents which show the characteristics and scope of the work to be performed.
- 1.14 Engineer – The person, firm or corporation named as such in the contract documents.
- 1.15 Field Order - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Owner or Contract Manager to the Contractor during construction.
- 1.16 Indian Health Service (IHS).
- 1.17 Notice Of Award - The written notice of the acceptance of the bid from the Owner to the successful Bidder.
- 1.18 Notice To Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.19 Owner - The Karuk Tribe.
- 1.20 Plans - The part of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Contract Manager. In as far as these contract documents are concerned; the terms Drawings and Plans are synonymous.

- 1.21 Project - The undertaking to be performed as provided in the contract documents.
- 1.22 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Sub-Contractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.23 Specifications - A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship. In as far as these contract documents are concerned; the terms Technical Provisions and Specifications are synonymous.
- 1.24 Sub-Contractor - An individual, firm or corporation having a direct contract with the Contractor or with any other sub-contractor for the performance of a part of the work at the site.
- 1.25 Substantial Completion - That date as certified by the Contract Manager when the construction of the project is sufficiently completed in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- 1.26 Special Provisions - Modifications and additions to General Conditions which may be required by a federal agency for participation in the project, or such requirements that may be imposed by applicable state or local laws, or the Owner's contracting practices.
- 1.27 Supplier - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.28 Technical Specifications - A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship. In as far as the contract documents are concerned, the terms Technical Specifications and Technical Provisions are synonymous.
- 1.29 Work - All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
- 1.30 Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. **ADDITIONAL INSTRUCTIONS, DETAIL DRAWINGS ORDER OF PRECEDENCE**

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Contract Manager as necessary to carry out the work required by the contract documents.
- 2.2 The additional drawings and instruction thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.
- 2.3 In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the order given in the Special Provisions section of these documents.

3. **REPORTS AND RECORDS**

- 3.1 The Contractor shall submit to the Contract Manager such schedule of quantities and costs, payrolls, reports, estimates, records and other data where applicable as are required by the contract documents for the work to be performed.

- 3.2 The Contractor shall keep all records related to the contract for a minimum of three years after acceptance of the completed work.

4. **DRAWINGS AND TECHNICAL SPECIFICATIONS**

- 4.1 The intent of the drawings and technical provisions is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

- 4.2 In case of conflict between the drawings and technical specifications, the technical specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

- 4.3 Any discrepancies found between the drawings and technical specifications and site conditions or any inconsistencies or ambiguities in the drawings or technical specifications shall be immediately reported to the Contract Manager, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. **SITE INVESTIGATION AND CONDITIONS**

- 5.1 The Contractor will take steps necessary to ascertain the nature and location of the work, and investigate the general and local conditions which can affect the work or its cost, including but not limited to:

- a) conditions bearing upon transportation, disposal, handling, and storage of materials;
- b) the availability of labor, water, electric power, and roads;
- c) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d) the conformation and conditions of the ground; and
- e) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also will observe and determine the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and technical specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner.

- 5.2 The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. The Owner does not assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its representatives before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

6. **SHOP DRAWINGS**

- 6.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Contract Manager will have the drawings promptly reviewed and will recommend approval or disapproval of all shop drawings. Approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which

substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

6.2 When submitted for review and approval, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

6.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Contract Manager. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Owner and IHS representatives.

7. **MATERIALS, SERVICES AND FACILITIES**

7.1 It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

7.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

7.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

7.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Contract Manager.

7.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the Sub-Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7.6 The Contractor shall promptly remove from the premises all materials rejected by the Contract Manager for failure to comply with the contract documents. The Contractor shall promptly replace the materials with acceptable materials without expense to the Owner.

7.7 Materials to be provided by the Owner shall include all fiber optic cable, conduits, and vaults.

7.8 All contractors or subcontractors must be qualified on the PG&E, Verizon, and AT&T make ready list.

8. **SUBSTITUTIONS**

8.1 Whenever a material, article or piece of equipment is identified on the drawings or technical specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the Contract Manager, such material, article, or piece of equipment is of equal substance and function to that specified, the Contract Manager may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be

appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9. PATENTS

9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Contract Manager.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents. From the information provided by the Contract Manager, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise specified in the contract documents. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he shall promptly notify the Contract Manager in writing, and any necessary changes shall be adjusted as provided in Section 31 -"Changes in the Work".

11. LAWS AND REGULATIONS AFFECTING WORK

11.1 The Contractor shall at all times observe and comply with Federal, State, City, County and Tribal laws, ordinances and regulations which in any manner affect the conduct of the work; and all such orders and decrees as exist at the present and which may be enacted later by legislative bodies or tribunals having legal jurisdiction or authority over the work. No pleas of misunderstanding or ignorance thereof will be considered. The Contractor shall be wholly responsible for any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree.

12. TAXES

12.1 This contract is subject to all provisions of the Karuk Tribe TERO Ordinance. Within 10 days of execution of this contract, Contractor shall contact the Karuk Tribal Employment Rights office at 530-493-1600, Extension 2030 for a TERO packet and instructions. An amount equal to 2% (two percent) of this contract sum, and all future change orders is payable to the Karuk Tribe as a TERO fee. Contractor may include the entire TERO fee in

his first application for payment, or include the TERO fee in each of his progress payment applications.

13. **PROTECTION OF WORK, PROPERTY AND PERSONS**

13.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.

14. **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

14.1 The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall remove trees only when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound.

14.2 The Contractor shall protect from damage all existing improvements and utilities:

- i. at or near the work site, and
- ii. on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

14.3 The existence and location of utilities are not guaranteed by the Owner and shall be investigated and verified in the field by the Contractor before commencing construction activities in any particular area. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contract Manager may have the necessary work performed and charge the cost to the Contractor.

15. **OPERATIONS AND STORAGE AREAS**

15.1 The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Contract Manager. The Contractor shall hold and save the Owner and its representatives free and harmless from liability of any nature occasioned by the Contractor's performance.

15.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contract Manager and shall be built with labor and materials furnished by the Contractor without expense to the Owner. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. Only with the written consent of the Contract Manager may the buildings and utilities be abandoned and not removed.

15.3 The Contractor shall use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contract Manager. In such case, the Contractor shall minimize disruption and delays to traffic in the affected areas. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

16. **INSURANCE**

- 16.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- i. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 - iii. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
 - iv. Claims for damages insured by usual personal injury liability coverage which are sustained
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or
 - b. by any other person; and
 - v. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- 16.2 Certificates of Insurance acceptable to the Contract Manager shall be filed with the Contract Manager prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Contract Manager.
- 16.3 The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified;
- 16.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to any property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any Sub-Contractor under him, or anyone directly or indirectly employed by the Contractor or by a Sub-Contractor under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 16.3.2 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Sub-Contractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the contract documents to fully complete the project.
- 16.4 The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Sub-Contractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such

employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Sub-contractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

- 16.5 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Contract Manager, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Contract Manager. The policy shall name as the insured the Contractor and the Owner.

17. **INDEMNIFICATION**

- 17.1 The Contractor will indemnify and hold harmless the Owner, his agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 17.2 In any and all claims against the Owner or any of his agents, or employees by any employee of the Contractor, any Sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- 17.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Owner, his agents, or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or technical specifications.

18. **CONTRACT SECURITY**

- 18.1 If required in the contract documents, the Contractor shall within ten days after the receipt of the Notice of Award furnish the Contract Manager with a Performance Bond and a Payment Bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten days after notice from the Contract Manager to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Contract Manager. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Contract Manager.

19. **ACCIDENT PREVENTION AND SAFETY PROGRAM**

- 19.1 The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons, including employees, and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.
- 19.2 The Contract Manager will notify the Contractor of any observed non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, upon receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Contract Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claims for extension of time, or for excess costs or damages by the Contractor.
- 19.3 The Contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- 19.4 The Contractor as a part of his safety program, shall maintain at his office or other well-known place at the job site, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.
- 19.5 If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Contract Manager. In addition, the Contractor must promptly report in writing to appropriate authorities and the Contract Manager's representative all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. If a claim is made by anyone against the Contractor or any Sub-Contractor on account of any accident, the Contractor shall promptly report the facts in writing to the Contract Manager giving full details of the claim.
- 19.6 The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to control and direct traffic properly. The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road.
- 19.7 Compliance with the requirements of this provision by Sub-Contractors will be the responsibility of the Contractor.

20. **TEMPORARY SANITARY FACILITIES**

- 20.1 The Contractor shall provide and maintain necessary sanitary conveniences for the use of those employed on or about the work properly secluded from public observation in such a manner and at such points as shall be approved by the Contract Manager, and their use shall be strictly enforced.

21. **SUPERVISION BY CONTRACTOR**

- 21.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

22. **SUBCONTRACTING**

- 22.1 The Contractor may utilize the services of specialty Sub-Contractors on those parts of the work which, under normal contracting practices, are performed by specialty Sub-Contractors.
- 22.2 The Contractor shall not award work to Sub-Contractor(s) in excess of 67% of the contract price, without prior written approval of the Contract Manager.
- 22.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Sub-Contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 22.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Sub-Contractors to the Contractor by the terms of the contract document insofar as applicable to the work of Sub-Contractors and to give the Contractor the same power as regards terminating any subcontract that the Contract Manager may exercise over the Contractor under any provision of the contract documents.
- 22.5 Nothing contained in this contract shall create any contractual relation between any Sub-Contractor and the Owner.

23. **SEPARATE CONTRACTS**

- 23.1 The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Contract Manager any defects in such work that render it unsuitable for such proper execution and results.
- 23.2 The Owner may perform additional work related to the project by him, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

23.3 If the performance of additional work by other Contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim therefore as provided in Sections 31 and 32.

24. DAYS OF WORK, HOURS OF WORK

24.1 Regular work shifts shall be eight hours daily Monday through Friday, except on holidays indicated below. Time of beginning and ending the day's work shall be approved by the Contract Manager. The Contract Manager, when in his opinion it is justified, may grant the Contractor permission to work overtime upon written request by the Contractor. When for good reason short periods of overtime work are required, the Contract Manager may give approval without advance written notice.

24.2 Construction work will not be permitted on Saturdays, Sundays, nor on New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day and Christmas Day, nor any other holidays declared by the federal government. When any of the above holidays falls on Saturday and the preceding Friday is established as a holiday or when any of the holidays fall on Sunday and the following Monday is established as a holiday, no construction will be permitted on those days. The Contract Manager, when in his opinion it is justified, may grant the Contractor permission to work on any of the above days upon written application by the Contractor. Approval shall be required at least 48 hours in advance.

25. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

25.1 The time for completion of the work is an essential condition of the contract documents. The time for completion of each segment of the work appears in the Agreement. The work embraced shall be commenced on a date specified in the notice to proceed.

Liquidated damages shall apply for incomplete work as described in the finish dates for **each** phase of the project. As such, liquidated damages will apply for any work not completed on Segment 5 after September 30, 2026, and for work not completed for Segment 1 by December 31, 2026.

25.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the time for completion. It is expressly understood and agreed, by and between the Contractor and the Owner, that time for completion of the work under the contract is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

25.3 If the Contractor shall fail to complete the work within the time for completion, or extension of time granted by the Contract Manager, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the contract documents for each calendar day that the work shall be incomplete after the date established by the time for completion.

25.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Contract Manager.

25.4.1 To any preference, priority or allocation order duly issued by the Contract Manager.

25.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy,

acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

25.4.3 To any delays of Sub-Contractors occasioned by any of the causes specified in paragraphs 25.4.1 and 25.4.2 of this article.

26. PROGRESS SCHEDULES AND REQUIREMENTS FOR COMPLIANCE

26.1 If, in the opinion of the Contract Manager, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to assure performance within the allowable time for completion. The Contractor may propose for approval by the Contract Manager measures such as increasing number of workers, number of shifts, or overtime operations, days of work, or the amount of construction plant, or all of them. The Contract Manager may require the Contractor to submit for approval such supplementary schedule or schedules necessary to demonstrate that the work shall be performed within the allowable time for completion, all without additional cost to the Owner.

26.2 Failure of the Contractor to comply with the requirements of this provision shall be grounds for determination that the Contractor is not prosecuting the work with such diligence as will insure completion within the specified time for completion. Upon such determination the Contract Manager may terminate the Contractor's right to proceed with the work, or any separable part thereof in accordance with Section 28 entitled "Suspension of Work, Termination and Delay".

27. LAND AND RIGHTS-OF-WAY

27.1 Prior to issuance of notice to proceed, the Contractor shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.

27.2 The Contract Manager shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way necessary to be acquired.

27.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

28. SUSPENSION OF WORK, TERMINATION AND DELAY

28.1 The Contract Manager may suspend the work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by written notice to the Contractor which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

28.2 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Sub-Contractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Contract Manager, or if he otherwise violates any provision of the contract documents, then the Contract Manager may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten days from delivery of a written notice, terminate the services of the

Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Contract Manager and incorporated in a change order.

- 28.3 Where the Contractor's services have been so terminated by the Contract Manager, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.
- 28.4 After ten days from delivery of a written notice to the Contractor, the Contract Manager may without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- 28.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than 90 days by the Contract Manager or under an order of court or other public authority, or the Contract Manager fails to act on any request for payment within 30 days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Contract Manager or awarded by arbitrators within 30 days of its approval and presentation, then the Contractor may, after ten days from delivery of a written notice to the Contract Manager, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the Contract Manager has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten days written notice to the Contract Manager, stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.
- 28.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Contract Manager to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Contract Manager.

29. **INSPECTION AND TESTING**

- 29.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the contract documents.
- 29.2 The Owner shall provide any inspection and testing services beyond those required by the contract documents.
- 29.3 The Contractor shall provide at his expense the testing and inspection services required by the contract documents.
- 29.4 If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or

- approved by someone other than the Contractor, the Contractor will give the Contract Manager timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 29.5 Inspections, tests or approvals by the Contract Manager or others are for the sole use of the Owner and shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the contract documents.
- 29.6 The Contract Manager and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.
- 29.7 If any work is covered contrary to the written instructions of the Contract Manager it must, if requested by the Contract Manager, be uncovered for his observation and replaced at the Contractor's expense.
- 29.8 If the Contract Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Contracting Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing-that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.
30. **CORRECTION OF WORK**
- 30.1 The Contractor shall promptly remove from the premises all work rejected by the Contract Manager for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- 30.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within 10 days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.
31. **CHANGES IN THE WORK**
- 31.1 All change orders that will increase the contract price are required to have a cost analysis performed and require written approval from the Karuk Tribe prior to implementation.
- 31.2 The Contract Manager may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 31.3 The Contract Manager also may, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in

the work unless the Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give the Contract Manager written notice thereof within seven days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in contract price or time within 30 days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Contract Manager.

32. CHANGES IN CONTRACT PRICE

32.1 The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- i. Unit prices previously approved.
- ii. An agreed lump sum.
- iii. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed 15% of the actual cost of the work to cover the cost of general overhead and profit.

33. DIFFERING SITE CONDITIONS

33.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Contract Manager by written notice of:

33.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or

33.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract documents.

33.2 The Contract Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Contract Manager may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

34. USE AND POSSESSION PRIOR TO COMPLETION

34.1 The Owner shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contract Manager shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Owner intends to take possession of or use. However, failure of the Contract Manager to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Owner's possession or use shall not be deemed an acceptance of any work under the contract.

34.2 While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting directly from the Owner's possession or use. If prior possession or use by the Owner delays the progress of the work or causes additional expense to the Contractor, an adjustment shall be made in the contract price, the time of completion or both, and the contract shall be modified in writing accordingly.

35. **RECORD DRAWINGS**

- 35.1 Record Drawings shall be prepared by the Contractor and shall include: all information shown on the Contractors drawings and all deviations, modifications or changes from those drawings, however minor, which were incorporated in the work; all additional work not appearing on the contract drawings; and any changes made after the final inspection.
- 35.2 Record drawing shall be kept current and available on the job site at all times. No construction work shall be concealed until the necessary data has been recorded.
- 35.3 Record drawings will be jointly inspected for accuracy and completeness by the Contract Manager or his representative at, or just prior to, the Contractor submitting requests for payment. Incomplete drawings will be corrected before payment approval is recommended (Reference section 40, "Payments to Contractor").
- 35.4 Record drawings shall accurately show, using details, notes, etc., the following information:
- i. The project number, contract number, community name, and other relevant general information.
 - ii. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
 - iii. The location and dimensions of any changes from the contract drawings.
 - iv. Changes in design details or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans, and placing details, pipe sizes, insulation materials, dimensions or equipment foundations, etc.
 - v. The location and description of all buried facilities installed by the Contractor including at least two ties to permanent features and bury depth of major components, fittings, appurtenances, and change of direction of pipelines.
 - vi. All changes or modification which results from the final inspection.
 - vii. All information as required in the technical specifications.
- 35.5 One copy of the Record Drawings shall be delivered to the Contract Manager with the Contractor's written request for final inspection. The Contract Manager will expedite drawings review and will provide written approval or disapproval prior to the final inspection. If the Record Drawings are disapproved, they will be returned to the Contractor for further work and re-submittal. Final payment will not occur until an approved set of drawings is received.

36. **CLEANUP AND FINISH GRADING**

- 36.1 The Contractor shall restore all areas disturbed by construction to a condition at least equal to that existing prior to construction. Excess construction materials, equipment, tools, waste excavation, and rubbish shall be removed. Excavated areas shall be finish graded to provide drainage as required by the drawings and technical specifications, or in the absence of specific requirements, to provide drainage away from the facilities constructed and to restore original drainage patterns in existence prior to construction and to provide drainage away from excavated areas and installed facilities.

37. **MEASUREMENT AND PAYMENT**

- 37.1 Completed items of work shall be measured and paid for in accordance with the requirements listed in the bid schedule and any subsequent approved change orders. Payment shall be based on the actual quantities completed and shall represent full compensation under the contract. The price paid for the completed item of work shall include full compensation for furnishing all labor, materials, (other than that furnished by the Owner), tools, equipment, and performing all work required by the provisions of the contract

to furnish and install the item of work, complete in place. In all cases, the finished product shall be a complete, operational system or component. The price for the completed item of work shall also include all applicable state and local sales and other taxes.

38. VARIATION IN ESTIMATED QUANTITIES

38.1 If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 25% above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 125% or below 75% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contract Manager within ten days from the beginning of the delay, or within such further period as may be granted by the Contract Manager before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contract Manager shall ascertain the facts and make any appropriate adjustment for extending the completion date.

39. FINAL INSPECTION

39.1 Final inspection will be made by the Owner when the Contractor advises that all materials have been furnished, all the work has been performed, and all the construction provided for by the contract has been completed in accordance with its terms. The Contractor shall submit a written request to the Owner at least five working days before the requested final inspection date if required.

39.2 If a re-inspection or re-test is required because of uncompleted work, the Owner may charge the Contractor for re-inspection costs.

39.3 The Owner will provide written acceptance when all materials, work or other requirements of the drawings, specifications and contract are furnished or completed. The written acceptance will include the date the work is determined to be complete, and until such acceptance, the Contractor will be responsible for all work performed and materials delivered.

40. PAYMENTS TO CONTRACTOR

40.1 Payment requests shall be made on a monthly interval unless otherwise designated by the Contract Manager. The Contractor will submit to the Contract Manager a partial payment request filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Contract Manager may reasonably require. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored at the site on tribal trust land. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Contract Manager, as will establish the Owners title to the material and equipment and protect his interest therein, including applicable insurance. The Contract Manager will, within ten days after receipt of each partial payment estimate, either approve payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within 20 days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain 10% of the amount of each payment and 2% TERO tax until final completion and acceptance of all work covered by the contract documents. The Owner at any time, however, after 50% of the work has been completed, if

he finds that satisfactory progress is being made, may reduce retention to 5% on the current and remaining estimates. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below 5% to only that amount necessary to assure completion. On completion and acceptance of a part of the work on which the price is stated separately in the contract documents, payment may be made in full, including retained percentages less authorized deductions.

- 40.2 Upon completion and acceptance of the work, the Contract Manager may issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. Within 30 days of completion and acceptance of the work, the Owner shall pay the entire balance found to be due the Contractor including the retained percentages, but except such sums as may be lawfully retained by the Owner.
- 40.3 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Sub-Contractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Contract Manager's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Contract Manager may, after having notified the Contractor, either arrange payment for unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 40.4 If the Owner fails to make payment 30 days after approval by the Contract Manager, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

41. **ASSIGNMENTS**

- 41.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

42. **GUARANTY**

- 42.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the systems resulting from such defects. The Contract Manager will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The performance bond, if required, shall remain in full force and effect through the guarantee period.

43. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

43.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically accepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the contract documents or the performance bond and payment bonds.

44. **CONTRACT MANAGER'S ROLE AND AUTHORITY**

44.1 The Contract Manager or his designee shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the contract documents in a fair and unbiased manner. The Contract Manager will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

44.2 The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

44.3 The Contract Manager will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

44.4 The Contract Manager does not have authority to obligate the Owner to change in the terms of the contract without the approval of the Owner.

45. **RESOLUTION OF DISPUTES**

45.1 All claims, disputes and other matters in question arising out of, or relating to, the contract documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 43, shall be decided by alternate dispute resolution procedures. These procedures may include but are not limited to conciliation, facilitation, mediation and fact finding.

45.3 The Contractor will carry on the work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise mutually agreed in writing.

46. **EQUAL EMPLOYMENT OPPORTUNITY**

46.1 During the performance of this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

46.2 The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

46.3 The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 46.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 46.5 The Contractor shall send, to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitment under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- 46.6 The Contractor shall comply with all provision of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- 46.7 The Contractor shall furnish to the Contract Manager, all information required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO - 1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
- 46.8 The Contractor shall permit access to its books, records, and accounts by the Owner, Owner's representatives or the Office of Federal Contract Programs (OFCCP) for the purposes of investigation to ascertain compliance with the applicable rules, regulations, and orders.
- 46.9 If the OFCCP determines that the Contractor is not in compliance with this clause or any rules, regulations, and orders of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.
- 46.10 The Contractor shall include the terms and conditions of this section in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order No. 12246, as amended, so that such provisions will be binding upon each Sub-Contractor or vendor.
- 46.11 The Contractor shall take such action with respect to any subcontract or purchase order as the Contract Manager may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with litigation with a Sub-Contractor or vendor as a result of such direction by the Contract Manager, the Contractor may request the Owner and the United States to enter into such litigation to protect the interests of the United States.
47. **CLEAN AIR AND WATER**
- 47.1 The Contractor agrees to comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Clean Air Act and the Clean Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract.
- 47.2 The Contractor agrees that no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing.

47.3 The Contractor agrees to use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

47.4 The Contractor agrees to insert the substance of this clause into any nonexempt subcontract, including this subparagraph 48.4.

48. **INDIAN PREFERENCE**

48.1 The Contractor agrees:

48.1.1 To give preference in employment opportunities under this contract to the greatest extent feasible to Indians who can perform required work, regardless of age (subject to existing laws and regulations), sex, religion, or Tribal affiliation. To the maximum extent feasible and consistent with the efficient performance of this contract, the Contractor further agrees to give preference to the greatest extent feasible in employment and training opportunities under this contract to Indians who are not fully qualified to perform regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation.

48.1.2 The Contractor also agrees to give preference to Indian Organizations and Indian-owners economic enterprises in the awarding of any subcontracts to the greatest extent feasible and consistent with the efficient performance of this contract. The Contractor shall maintain statistical records as are necessary to indicate compliance with this paragraph.

48.2 In connection with the Indian employment preference requirements of this clause, the Contractor shall provide opportunities for on-the-job training incident to such employment that will increase the vocational effectiveness of an Indian employee.

48.3 If the Contractor is unable to fill its employment and training opportunities after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indian in accordance with applicable fair employment practices.

48.4 If no Indian organizations or Indian-owned economic enterprises are available under reasonable terms and conditions, including price, for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract by applying fair, competitive contracting practices.

48.5 As used in this clause:

- i. The term "Indian" means a person who is a member of an Indian Tribe or qualifies as a California Indian according to federal law. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual to provide evidence within 30 days from start of employment.
- ii. The term "Indian Tribe" means an Indian Tribe, pueblo, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 16311) which is recognized as eligible for the special programs and services provided by the United States to Indian because of their status as Indians.
- iii. The term "Indian Organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and,
- iv. The term "Indian-owned Economic Enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51% of the enterprise, and that ownership shall encompass active operation and control of the enterprise.

SECTION 007210
SPECIAL PROVISIONS
(Supplemental Amendment to Section 007200 HUD-5370)

These Special Provisions have been provided to include clarification, modification, adjustment, and addition to the standard General Provisions HUD-5370 document. Supplemental information is as follows:

1. Definitions part (a) "Architect" is to be replaced with "Engineer", and part (h) shall be modified to read: "PHA" means the Public Housing Agency organized under applicable state and/or Tribal laws which is a party to this contract.

3. Architect's Duties to be replaced with "Engineer's Duties. Throughout remainder of document "Architect" is to be replaced with "Engineer"

9. Specifications and Drawings for Construction: include part "(j) A maximum of three sets of contract drawings and specifications will be furnished without charge to the Contractor at award of this contract, excepting applicable publications incorporated by reference which can be furnished upon request by the Contractor at the cost of reproduction.

15. Availability and use of utility Services shall include: (c) The Contractor shall coordinate with applicable utility purveyors and municipalities to adequately provide required temporary utility facilities to satisfactorily complete the requirements of the contracted project.

25. Contract Period shall read: The Contractor shall complete all work required under this contract within the time schedule established in the Notice to Proceed issued by the Contracting Officer. Construction work will not be permitted on Saturdays, nor on New Year's Day, Veterans Day, Thanksgiving Day, and Christmas Day, nor any other holiday declared by the federal government. However, the Owner, when in his opinion it is justified, may grant the Contractor permission to work on any of the previously mentioned days upon written request by the Contractor received no less than seventy-two (72) hours prior to the day in question. Regular work shifts shall be eight hours per day, Monday through Friday, except holidays indicated. Time of beginning and ending of day's work shall be approved by the Owner's Representative.

27. Payments part (d) shall read: The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted no later than fourteen (14) calendar days in advance of the date set for payment. Submittals are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Engineer prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each project.

29. Changes part (f) shall include: (4) in strict compliance with 24 CFR 85.36 (f)(4) the cost plus percentage of cost method of contracting shall not be used, however the combination of overhead and profit for any given change considered for integration into the contract shall not constitute a cost in excess of fifteen percent (15%) of the proposed hard cost.

33. Liquidated Damages part (a) shall read: If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of **one-thousand five hundred dollars (\$1,500.00)** US Currency, per calendar day for each day of delay. Liquidated Damages shall accrue for each calendar day including weekends, federal holidays, and any and all other days not expressly designated as work days. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

36. Insurance part (a) subpart (2) shall read: Commercial General Liability with a combined single limit for bodily injury and property damage of not less than five-hundred thousand (\$500,000.00) per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others...

36. Insurance part (a) subpart (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than five-hundred thousand dollars (\$500,000.00) per occurrence.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968 shall include: (h) Contractor shall comply with the TERO policy of the Housing Authority as a course of compliance with the requirements of 24 CFR Part 135.

49. Laws and Permits Affecting Work: The Contractor must at all times observe and comply with all Federal, State, City, County, and Tribal Laws, Ordinances, and Regulations (including requisition of the Tribal Historical Preservation Officer (THPO) clearance and Tribal Employment Rights Ordinance (TERO) Permit) which in any manner affect the conduct of the work, and all such orders and decrees as exist at the present and which may be enacted later by legislative bodies or tribunals having legal jurisdiction or authority over the work of all other required permits, certificates, and licenses shall be obtained by and at the expense of the Contractor. No pleas of misunderstanding or ignorance thereof will be considered. The Contractor must be wholly responsible for any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.

End Section 007210

M.

TITLE 5 KARUK TRIBAL EMPLOYMENT RIGHTS ORDINANCE

STANDARDS AND PROCEDURES FOR EMPLOYMENT PRACTICES AND APPLICATION OF INDIAN PREFERENCE

5.1 SHORT TITLE

5.1.01 The short title of this Ordinance shall be the Tribal Employment Rights Ordinance, or TERO.

Enforcement of Ordinance NO. 93-0-01, Certification of Indian Firms. The Tribal Employment Rights Commission is authorized to certify that an enterprise meets the definition of an Indian firm as set forth in **Section 2.04** for the purpose of Indian preference, and for documentation of minority small business contract eligibility or claimed exemptions from State taxation and wage performance bond requirements; provided, however, that certification as provided herein shall not require the Commission to advocate the claims of private individuals and entities before any agency of another government.

5.2 DEFINITIONS

- a) "Indian" means any member of any federally recognized Tribe, or any person who furnishes documentary proof that he or she is recognized as an Indian by the United States pursuant to its trust responsibility to American Indians. **See 24CFR 1000.48 (b)(1) and 25CFR 41.3 (h)(i). See Amendment #001**
- b) "Karuk Reservation" means the aboriginal territory of the Karuk People and all lands of the Karuk Tribe of California, including Indian Country as defined at **18 U.S.C. Section 1151**, as follows:
- c) Except as otherwise provided in **Sections 1154 and 1156** of this title, the term "Indian Country", as used in this chapter, means
 - i. all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of way running through the reservation,
 - ii. all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a State, and
 - iii. all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.
- d) "Employer" means any person, company, contractor, Sub-Contractor or entity located or engaging in commercial or employment activity within the Karuk Reservation. And which employs two or more persons. See section 5.2(b), 18 U.S.C. section 1156
- e) "Indian Firm" means a firm or business certified by the Commission as eligible for Indian Preference in contracting or subcontracting; provided that Indians hold at least 51% ownership interest in such firm or business and exercise majority management control.
- f) "Commission" and "Office" means the Tribal Employment Rights Commission and its office.
- g) "Council" means the Karuk Tribal Council.
- h) "Court" except where otherwise specified, means the Tribal court having jurisdiction over civil actions.
- i) "Person" means natural persons, either tribal member or non-tribal member, and foreign and domestic corporations and tribal governments and their political subdivisions.
- j) "Resident Indian" means an Indian living within the Karuk Reservation.
- k) "Threshold" means a level above which Indian preference will be required as established by:
 - i. Job Description;
 - ii. Interview Committees;
 - iii. Skills Test;
 - iv. Request for Proposals, Notice of Funds Availability and License requirements;
 - v. Other Written Requirements.

5.3 ESTABLISHMENTS OF TRIBAL EMPLOYMENT RIGHTS COMMISSION AND OFFICE

5.3.01 Establishments and purpose of the Commission. The Karuk Tribe hereby establishes the Tribal Employment Rights Commission for the purpose of;

- a) Implementing and enforcing the provisions of this Ordinance in order to promote the employment of the Tribal members.
- b) To insure that this Ordinance, the Personnel Policies and Procedures of the Karuk Tribe, Unemployment laws, Disability and Workman's Compensation Insurance, or other Council enactment's and policies regulating employment practices of the Tribe, its entities or other employers or contractors within the Reservation, or within the jurisdiction of the Tribe, are complied with.

5.3.02 General Powers of the Commission

- a) ORGANIZATIONAL AUTHORITY: The Commission may hire staff, obligate funds appropriated by the Council, and secure and obligate funding from Federal, State or other sources to carry out its duties and functions under this Ordinance upon receiving approval of such action from the Council. The Commission is further authorized and directed to adopt and request Council Approval of such regulations as are necessary to enable it to carry out its duties and functions. The Commission shall report directly to the Tribal Council.
- b) REGULATORY AUTHORITY
 - i. The Commission shall issue rules, regulations, interpretation of laws, and guidelines for Indian preference necessary to implement this Ordinance. Such rules and regulations shall become effective upon written approval of the Council. The Commission shall take all reasonable steps to insure that the general Reservation community, businesses, contractors, employers or other entities dealing with employment on the Reservation or within the jurisdiction of the Tribe, be on notice of all Indian Preference and employment related laws.
 - ii. The Commission shall maintain an Indian Skills Bank as a means of providing qualified Indian employees to employers, contractors and Sub-Contractors. The Commission shall also actively recruit and certify Indian firms as eligible for Indian preference in contracting and subcontracting.
 - iii. The Commission is authorized to certify Indian Firms, from on or off the Reservation, for purposes of Indian preference, minority small business contract eligibility, exemption from state taxation and wage performance bond requirements, and other purposes.
 - iv. The Commission shall register off-reservation contractors and sub-contractors and employers, approve Indian Preference Plans, and issue work permits.
 - v. The Commission is authorized and directed to investigate complaints regarding any violation of the provisions of this Ordinance. The Commission may also investigate possible violations on its own initiative.
- c) ADJUDICATORY AUTHORITY: The Commission may hold hearings on and determine any matter under its authority, including but not limited to hearings necessary to the issuance, modification, and revocation of any permit, license, or assessment authorized hereunder, as well as any adjudicatory hearing regarding violations of the provisions of this Ordinance. The Commission shall develop procedures to govern its hearings, and is authorized to issue compliance orders and to impose civil penalties in the form of fines and sanction.
- d) COOPERATIVE AGREEMENT WITH OTHER GOVERNMENTS The Commission may negotiate, and upon Council approval, enter into cooperative agreements with agencies of the state and federal government in order to implement the intent of this Ordinance, and to eliminate unlawful discrimination against Indians, and to provide for review of other employment related issues. Between the Tribe, State and Federal Government.

5.3.03 Composition of the Commission: The Commission shall be composed of five (5) members and one (1) alternate. Three (3) members of the Commission shall be Council members, or Tribal members appointed by the Council, two members selected by the Council shall not be an elected representative of the Tribe and may be a non-tribal member of the Reservation Community. Each Commissioner shall serve for a term of three years, except two of the first Commissioners appointed

by the Council shall serve a term of two (2) years, after which their successors shall serve a term of three (3) years. Commissioners may be removed by the Council at any time for cause, subject to notice and opportunity for a hearing before the Council.

- a) Decisions of the Commission shall be made by Majority vote. A quorum shall consist of any three (3) of the five (5) Commissioners.
- b) Any Commissioner who is also on the staff of the Council shall be disqualified from any involvement in decisions affecting the Tribal Department or entity with which he or she is employed.

5.3.04 Officers: The officers of the Commission shall be a Chairperson, Vice-Chairperson, Secretary, and Treasurer, all to be selected by the Commission from among its members. The Officers shall be appointed each year by the Commission at its first meeting. All officers shall be members of the Commission. Unless an officer resigns, dies or is removed prior thereto, an officer shall hold office until a successor has been chosen and qualified. Any officer may resign at any time by delivering a written resignation to the Chairperson or Secretary.

5.3.05 Powers of the TERO Director: The Commission may, with the approval of the Tribal Council, hire a Director. The Director shall have those powers delegated by the Commission as it deems necessary to carry out this Ordinance. The Director shall be the investigating agent for the Commission responsible for investigating, researching, reporting and documenting any information required by the Commission. The Director shall report directly to the Commission.

5.4 INDIAN EMPLOYMENT PREFERENCE POLICY AND PROCEDURES

5.4.01 All employers shall extend a preference to qualified Indians, as provided herein, in all aspects of employment, including but not limited to, recruitment, hiring, contracting and sub-contracting. No employer shall recruit, hire or otherwise employ any non-Indian for any employment position covered by this Ordinance, unless and until the Commission has been provided reasonable opportunity to furnish written notice to such employer that no qualified Indians are available for such position.

5.4.02 Applicability: Unless clearly and expressly prohibited by Federal or other Tribal law, this Ordinance shall apply to all employers, including but not limited to: the Council and all of its programs, departments, and chartered entities or enterprises; private employers, independent contractors and sub-contractors; including those performing work for the Council, the State of California or the United States.

5.4.03 Covered Position: The Indian employment preference policy of this section shall apply to each and every job classification, skill area, or craft recognized or utilized by an employer, including, but not limited to, administrative, supervisory, and professional classifications.

5.4.04 Qualified Indians: Employment Criteria: An Indian shall be qualified for employment in a position if he or she meets the threshold requirements for such position, and such Indian shall be accorded the preferences to which he or she is entitled under this Ordinance. No employer may utilize any employment criterion that is not legitimately related to the performance of the position.

5.4.05 Eligible Indians: All employers, including the Karuk Tribe and its programs, departments, chartered entities, and enterprises shall, for all positions funded by Tribal funds, extend Indian Preference according to the following priorities:

- a) Members of the Karuk Tribe;
- b) Other resident local Indians;
- c) Other Indians;
- d) Descendants and Non-Indian spouse of Tribal members;
- e) Other persons

5.4.06 Funding: For any position not funded exclusively by Karuk Tribal funds, all employers, including the Karuk Tribe, shall extend first priority Indian preference to all local resident Indians on an equal basis, irrespective of the preference priorities established in **Section 5.4.05** of this Ordinance.

5.4.07 Notice Of Employee Rights: All employers subject to this Ordinance shall prominently display a notice to all employees and applicants for employment of their rights under this Ordinance.

5.4.08 Employer Retaliation Prohibited It shall be violation of this Ordinance for any employer to take any adverse personnel or hiring action or to retaliate in any way, against any person who attempts to exercise rights protected under this Ordinance. Employers found by the Commission, pursuant to an adjudicatory hearing, to have engaged in retaliation shall be subject to appropriated sanctions pursuant to **Section 5.3.02(c)**.

5.5 ESTABLISHMENT OF TRIBAL EMPLOYMENT RIGHTS OFFICE FEES

5.5.01 There is hereby established a Tribal Employment Rights Fee to be paid to the Commission by each prime contractor, and each employer operating within any area of Karuk Tribal Jurisdiction, whose total contract or annual gross revenues is \$2,500.00 or more. The fee shall be equivalent to two percent (2%) of the total gross value of any contract initiated within the Karuk Reservation or two percent (2%) of the total annual gross revenues of businesses within the Karuk Reservation. The total TERO fees shall either be deducted from the first payment made to Contractor at the beginning of the contract or paid in incremental payments to coincide with the contractual payment schedule. The proceeds of the fees shall be placed in a separate account for use in implementing this Ordinance, or other purpose approved by the Commission and the Council and shall be administered and governed under guidelines approved by the Tribal Fiscal Department. A contractor or employer failing to pay the Tribal Employment Rights Office Fees shall be subject to sanctions, pursuant to **Section 5.3.02(c)**.

5.6 SPECIAL REQUIREMENTS FOR CONTRACTOR AND SUB-CONTRACTORS

5.6.01 The requirements of this Section apply to all employers engaging in commercial or employment activities within the Reservation, pursuant to public or private contract:

5.6.02 Certification by Commission Any contractor or sub-contractor claiming eligibility for Indian preference under this title shall submit documentation acceptable to the Commission, pursuant to its authority under **Section 5.3.02 (b) (iii)**, that it is an Indian firm as defined in **Section 5.2(d)**.

5.6.03 Indian Preference Plan: Each contractor shall include in its bid, an Indian Preference plan for the master contract and any subcontracts. The plan shall indicate the name of the proposed sub-contractor, whether the sub-contractor is an Indian owned firm and if not, information on the good faith steps taken to identify Indian firms for the subcontract.

5.6.04 Failure to Submit Indian Preference Plan : An apparent successful bidder who fails to submit an Indian preference plan prior to award of the contract may be considered a non-responsive bidder for the purpose of awarding the contract.

5.6.05 Amendments to Plan: If awarded the bid, the contractor shall not deviate from the plan or add or delete any existing new subcontract or sub-contractors without the written consent of the Commission or its Office. Any amendments to the Indian Preference Plan must be in writing and approved prior to the date of implementation.

5.6.06 Bid Shopping Prohibited: A contractor is prohibited from engaging in bid shopping as a means of avoiding its Indian subcontract preference obligation. Bid shopping is defined as any practice in which a bidder or contractor informs a prospective sub-contractor that it will receive a subcontract only if it offers a price lower than that proposed by another firm.

5.7 JOB CATEGORIES

5.7.01 Identification of Regular, Permanent Employees: Prospective contractors and bidders shall identify regular, permanent employees, including those of sub-contractors, in the bid package. Such employees may be on the project whether or not they are Indian. A regular, permanent employee is one who is and has been on the contractor's or sub-contractor's annual payroll for six (6) months

prior to the Request for Proposal, or is an owner of the firm. The fact that an individual has worked for the contractor on previous projects shall not of itself qualify that individual as a regular, permanent employee. Exceptions for superintendents and other key personnel may be granted by the Commission on a case by case basis. It shall be evidence creating a rebuttal presumption that any contractor or sub-contractor filling vacant employment positions in its organization immediately prior to undertaking work pursuant to a contract on the Karuk Reservation that such actions were intended to circumvent the provisions of this Ordinance, and upon request from the Commission or its Office, such contractor or sub-contractor shall provide evidence acceptable to the Commission rebutting said presumption. The Commission may impose sanctions pursuant to **Section 5.3.02(c)** for violation of this **Section 5.7.01**, and such sanctions may include cancellation of the contract or subcontract as well as fines and penalties.

- 5.7.02 Lay Offs: No Indian worker shall be laid off as long as a non-Indian worker in the same craft or position is still employed or as long as the Indian meets the threshold qualification for the job, unless such non-Indian has been employed for more than ninety (90) days longer than such Indian. If the contractor lays off by crews, qualified Indians shall be transferred to any crew that will be retained, as long as there are non-Indians in the same craft or position employed elsewhere on the Reservation under the same contract.
- 5.7.03 Reporting Requirements : Each employer shall submit annual reports to the Commission on a form provided indicating the number of employees including a separate tally of Indians it has on its workforce, hires, fires and other information as may be identified on the form. An employer who fails to submit annual reports shall be subject to sanctions, pursuant to **Section 5.3.02 9(c)**.

5.8 IMPLEMENTATION

5.8.01 In implementing the requirements of this Ordinance, the Commission or its Office may:

- a) Require employers to establish or participate in such training programs as the Commission determines necessary in order to increase the pool of qualified Indians on and near the Karuk Reservation. Such training programs when required shall be noted in the Request for Proposal and shall be included in the bid package. If required training programs are not included in the bid package, the Commission shall give due consideration to the increase in cost, if any for providing the program.
- b) Attend or monitor all job interviews as a non-voting participant.
- c) Prohibit an employer from establishing extraneous qualification criteria or other requirements that serves as barriers to Indian employment.
- d) Enter into agreements, subject to approval by the Council, with unions and other employers to insure compliance with this Ordinance.
- e) Require employers to give preference in the award of contracts and subcontracts to certified Indian owned firms and businesses.
- f) Establish programs to provide counseling and support to Indian workers to assist them in retaining employment. Employers may be required to participate in and/or cooperate with such support and counseling programs.
- g) Issue permits for the implementation of the provisions of this Ordinance and other agreements entered into under the authority of this Ordinance.

5.9 ENFORCEMENT BY TRIBAL EMPLOYMENT RIGHTS OFFICE COMMISSION.

5.9.01 In implementing this Ordinance the Commission and its Office, in addition to all other powers contained in this Ordinance, shall have the following powers of enforcement.

- a) Investigation Monitoring To investigate and monitor complaints, concerns, and inquiries regarding Indian preference and other employment related concerns.
- b) Issue Notice of Non-Compliance and Compliance Orders. To issue notices of non-compliance with this Ordinance or other rules, regulations or policies within its jurisdiction, and to issue such orders as reasonably necessary to remedy the non-compliance.

- c) Hearings to hold such hearings as may be necessary to resolve complaints and hear concerns regarding matters covered under this Ordinance.
- d) Employment on Karuk Lands “No person shall be required, as a condition of employment or continuation of employment on Karuk Lands, to:
 - i. resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of a labor organization;
 - ii. become or remain a member of a labor organization;
 - iii. pay dues, fees, assessments or other charges of any kind or amount to a labor organization;
 - iv. pay to any charity or other third party, in lieu of such payments any amount equivalent to or a pro-rata portion of dues, fees, assessment or other charges regularly required of members of a labor organization; or
 - v. be recommended, approved, referred or cleared through a labor organization.” See **Section 164 of the National Labor Relations Act (NLRA)**

5.10 APPEALS

5.10.01 Decisions of the Commission may be appealed to The Tribal Council. The Tribal Council is hereby authorized to hear and dispose of appeals brought under this section. The Council may delegate this authority to Court defined in **Section 5.2(g)**.

M.

TRIBAL EMPLOYMENT RIGHTS OFFICE COMPLIANCE PLAN

Bidder/Employer Name: _____

Mailing Address: _____

City, State and Zip Code: _____

Contact Person: _____ Phone Number: _____

E-mail: _____

Bid Amount: \$ _____ TERO Fee (2%): \$ _____

THIS IS AN AGREEMENT BETWEEN THE KARUK TRIBE'S TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) AND _____, HEREINAFTER KNOWN AS "EMPLOYER" CONDUCTING COMMERCE AND EMPLOYMENT ACTIVITY WITHIN THE ANCESTRAL TERRITORY OF THE KARUK TRIBE.

- Employer shall provide the completed compliance plan with the submission of bid.
- Upon notification of the award, Employer shall contact the TERO Office within ten (10) days prior to any work to be performed.
- Employer shall contact the TERO Office and Contract/Project Manager immediately, in writing, advising of any contract or sub-contractor changes to obtain approval prior to working on the job site.
- Employer understands and agrees to comply with the requirements and procedures in the selection of contractors, sub-contractors, employees and recruitment of viable Indian applicants in accordance with the Karuk Tribe's Employment Rights Ordinance and the Karuk Tribe's Workforce Protection Act (WPA).

By signing below the Employer certifies the position information is true and correct and there have been no omissions in the completion of the labor force projections. Falsification of the information provided will result in sanctions, penalties, fines and/or debarment with the Karuk Tribe.

Employer Signature

Date

List Non-Native Contractor/Sub-contractors to be hired for this Project:

Contractor/Sub-contractor Contact Person, Phone # and E-mail:	Work to be Performed:

Open Positions: Employer agrees to hire 100% of all its open positions/Sub-contractors for this project through the TERO Skills Bank. If Employer is unable to hire 100% then company representatives will need to meet with the TERO Director. Failure to comply with this hiring requirement will result in sanctions and/or penalties.

Job Title/Sub-contractor Needed:	Skills Required:

Number of positions to be filled for this project: _____

<p><u>For Internal Use Only:</u></p> <p>Contract Number #: _____ Project Manager: _____</p>

TITLE 5
TRIBAL EMPLOYMENT RIGHTS ORDINANCE
STANDARDS AND PROCEDURES FOR EMPLOYMENT PRACTICES AND
APPLICATION OF INDIAN PREFERENCE

AMENDMENT #001

5.2 DEFINITIONS

- a) "Indian" means any member of any federally recognized Tribe, or any person who furnishes documentary proof that he or she is recognized as an Indian by the United States pursuant to its trust responsibility to American Indians. **See 24CFR 1000.48(b) (1) and 25CFR 41.3(h) (i).**

Revised 01-10-02

TITLE 5
TRIBAL EMPLOYMENT RIGHTS ORDINANCE
STANDARDS AND PROCEDURES FOR EMPLOYMENT PRACTICES AND
APPLICATION OF INDIAN PREFERENCE

AMENDMENT #002

5.9 ENFORCEMENT BY TRIBAL EMPLOYMENT RIGHTS OFFICE COMMISSION.

5.9.01 In implementing this Ordinance, the Commission and its Office, in addition to all other powers contained in this Ordinance, shall have the following powers of enforcement.

- d) Employment on Karuk Lands "No person shall be required, as a condition of employment or continuation of employment on Karuk Lands, to:
- i. resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of a labor organization;
 - ii. become or remain a member of a labor organization;
 - iii. pay dues, fees, assessments or other charges of any kind or amount to a labor organization;
 - iv. pay to any charity or other third party, in lieu of such payments any amount equivalent to or a pro-rata portion of dues, fees, assessment or other charges regularly required of members of a labor organization; or
 - v. be recommended, approved, referred or cleared through a labor organization." See **Section 164 of the National Labor Relations Act (NLRA)**

Council approved June 26, 2004.

DIVISION 01
GENERAL REQUIREMENTS

**SECTION 011000
SUMMARY OF WORK**

PART 1 GENERAL

1.1 CONTRACTOR RESPONSIBILITY

1. Contractor responsibility for each item of work for the project includes provision of all labor, equipment, materials, supervision, and all other pertinent items of interest required to competently and satisfactorily complete each task.

1.2 Item Pricing

1. Contractor to include total cost for labor, equipment, materials, project superintendent, **supervision, incidentals, general conditions, overhead, and profit in each item of the Bid Schedule as is applicable.**

1.3 MEASUREMENT AND PAYMENT

1. Measurement and payment for all work to be in accordance with the contract Bid Schedule (refer to Section 004100) and actual work as field measured and verified. All payments to be made following field verification by the Engineer of completed work, and submittal of:
 1. Periodic Estimate for Partial Payment,
 2. Contractor Certification for Partial Payment,
 3. Revised Construction Schedule,
 4. Subcontractor and Major Suppliers Un/conditional Releases.
2. **The owner may increase, decrease or eliminate any item due to available funding.**

1.4 WORK ITEMS BRIEF DESCRIPTION

1. Mobilization/Demobilization

1. Measurement and payment for mobilization/demobilization will be determined based on the percentage of all other completed tasks. Payment for this item will be in the same percentage as the invoiced percentage of the total original contract amount, as determined per invoice.
2. Final invoice and payment to include no less than ten percent (10%) of the total amount of this bid item.
3. Item to cover cost of mobilizing and demobilizing of all equipment, personnel, and materials to/from the site for the duration of the project and as needed in order to complete the project.
4. Mobilization/Demobilization cost is to be for primary activities. Subsequent mobilizations to the site not expressly caused by alterations or modifications to the contract Scope of Work, or otherwise justified by unforeseen causes will not be considered for additional compensation or extension of contract time.

2. Traffic Control

1. Measurement and payment for traffic control will be determined based on the percentage of all other completed tasks. Payment for this item will be in the same

percentage as the invoiced percentage of the total original contract amount, as determined per invoice.

2. All traffic control shall conform to requirements as dictated in the encroachment permits from the California Department of Transportation (Caltrans) and the County of Humboldt as well as any conditions required by other land owners within the project area.

3. Water Pollution Control Program

1. Measurement and payment for traffic control will be determined based on the percentage of all other completed tasks. Payment for this item will be in the same percentage as the invoiced percentage of the total original contract amount, as determined per invoice.
2. The Contractor shall be responsible for implementation of a Water Pollution Control Program for all work performed for this project. This shall include development and implementation of a Stormwater Pollution Prevention Plan (SWPPP). Work shall include all site work, inspections and reporting.

4. Conduit Installation – Horizontal Directional Drilling (HDD):

1. Measurement and Payment shall be linear foot as shown in the Bid Schedule
2. This work shall include installation of conduits by HDD as shown on the project plans.
3. All conduit material shall be provided by the **Owner**
4. The contractor shall be responsible for all materials and labor required for connection to existing facilities, connection to vaults and handholds, and all incidental fittings, couplings, etc.

5. Tracer Wire

1. Measurement and Payment shall be per linear foot as shown in the Bid Schedule.
2. Contractor shall furnish and install all tracer wire as shown on the project plans.

6. Fiber Optic Cable Installation – In Ground

1. Measurement and Payment shall be per linear foot as shown in the Bid Schedule.
2. Work shall include installation of fiber optic cable within the conduits as shown on the plans.
3. Fiber Optic Cables shall be supplied by the **Owner**, however, all connectors, and incidental materials necessary for installation shall be supplied by the Contractor.

7. Surface Restoration

1. Measurement and Payment shall be per square foot as shown in the Bid Schedule.
2. Work to include all labor, materials and equipment necessary to restore disturbed portions of the roadway after installation is complete. This will include all backfill of earth or aggregate rock, concrete, slurry, and hot mix asphalt.
3. Restoration shall conform to the requirements of the ownership agency (Caltrans, County of Humboldt, Green Diamond, etc.)

8. Conduit Installation – Trenching:

1. Measurement and Payment shall be linear foot as shown in the Bid Schedule
2. This work shall include installation of conduits by trenching in locations as shown on the project plans.
3. All conduit material shall be provided by the **Owner**
4. The contractor shall be responsible for all materials and labor required for connection to existing facilities, connection to vaults and handholds, and all incidental fittings, couplings, etc.

9. Fiber Optic Cable Installation - Overhead

1. Measurement and Payment shall be per linear foot as shown in the Bid Schedule.
2. Work shall include installation of fiber optic cable within the in overhead locations as shown on the plans.
3. Fiber Optic Cables shall be supplied by the **Owner**, however, all connectors, and incidental materials necessary for installation shall be supplied by the Contractor.
4. Contractor shall be responsible for submitting all Pole Attachment Requests (PARs) to each utility prior to work on any poles.
5. Installation shall be per the “Make Ready” engineering supplied for each pole. Each contractor shall be pre qualified by the pole owners prior to starting work.
6. Installation shall conform to requirements ownership agencies (PG&E, AT&T, Verizon, etc.)

10. Bridge Hang

1. Measurement and Payment shall be per unit as shown in the Bid Schedule.
2. Contractor shall complete bridge hangs in locations as shown on the project plans.
3. Fiber Optic Cables shall be supplied by the **Owner**, however, all connectors, and incidental materials necessary for installation and connections at each end of the bridges shall be supplied by the Contractor.
4. Installation shall conform to requirements ownership agencies (Caltrans, County of Humboldt)

END OF SECTION 011000

**SECTION 011400
WORK RESTRICTIONS**

PART 1 GENERAL

1.1 Related Documents

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions.

1.2 Use of Premises

- A. Use of Property: Limit use of premises to work in areas indicated and for the purpose of this specific project. Do not disturb portions of the property beyond the areas in which the Work is indicated. If disturbed, repair and restore to a condition equal to or greater than existed prior to impact.
- B. Owner Occupancy: Allow for Owner and public occupancy of the site(s) and surrounding areas.
- C. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.3 Occupancy Requirements

- A. Occupancy: neighbors and the Owner will occupy existing adjacent properties during the entire construction period. Cooperate with neighbors during construction operations to minimize conflicts and facilitate use and access to their homes and businesses. Perform the Work, so as not to interfere with neighbor's operations.

1.4 Special Work Restrictions

- A. The following will not be tolerated or permitted on site.
 - a. Loud or objectionable music or language.
 - b. Visually explicit or profane clothing, language, and/or gestures.
 - c. Smoking.
- B. All products, adhesives, sealers, and chemicals associated with installation of materials and construction activities shall be low VOC content.

1.5 Utilities

- A. Work requiring shutdown of utilities serving occupied areas must be scheduled in writing a minimum of seventy-two (72) hours in advance of shutdown or the minimum amount of time as required by the utility purveyor, whichever is greater.

PART 2:PRODUCTS (Not Used)

PART 3:EXECUTION (Not Used)

END OF SECTION 011400

**SECTION 012400
VALUE ENGINEERING**

PART 1 - GENERAL

1.1 Description

- A. The Contractor may submit to the Owner value-engineering (VE) proposals that change the Contract Documents resulting in Construction Cost Savings and Time Savings. The Owner will share with the Contractor any cost savings that result from an approved VE proposal.

1.2 Requirements

- A. The VE proposal must maintain the essential functions and characteristics of the facility including but not limited to safety, service life, ease of maintenance, and appearance.
- B. The Contractor's Conceptual VE proposal will be reviewed by the Owner, and if approved, the Contractor shall submit a formal VE proposal including revised drawings prepared and stamped by a California licensed Professional Engineer, specifications, distribution of quantities and cost savings, which reflect the work required to complete the VE proposal.

1.3 Conditions

- A. The Owner will be the sole judge of the VE proposal in determining the following:
 - a. Approval or Disapproval
 - b. Construction Cost Savings
 - c. Time Savings
 - d. Advantages and/or Disadvantages
- B. The Owner reserves the right to disregard the contract unit bid prices if, in the judgment of the Engineer, such prices do not represent fair value for the work to be performed or deleted. The Engineer will adjust the contract unit bid prices in evaluating the Construction Cost Savings of the VE proposal. If the Owner approves the VE proposal, the Owner will order changes to the Contract Documents that reflect the VE proposal in accordance with the contract documents.

1.4 Measurement and Payment

- A. If the Owner approves the VE proposal, the Owner will provide measurements and payments in accordance with the contract documents.
- B. The Owner and the Contractor shall equally share the Construction Cost Savings amount resulting from the VE proposal. The Contractor shall receive twenty-five percent (25%) of the Contractor's share when the VE proposal is approved. The Contractor shall receive

seventy five percent (75%) of the Contractor's share when the Engineer has accepted the work related to the VE Scope.

1.5 Reimbursement

- A. The Owner will not reimburse the Contractor for any engineering or preparation expenditures of the VE proposal.

PART 2: PRODUCTS (not used)

PART 3: EXECUTION

END OF SECTION 012400

**SECTION 012500
PRODUCT SUBSTITUTIONS**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - a. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - b. Divisions 02 through 48 for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor.
 - a. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - b. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantages to the Contractor and/or the Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit two (2) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - a. Substitution Request Form: Use CSI Form 13.1A or approved alternate.
 - b. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

- i. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - ii. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - iii. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - iv. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - v. Samples, where applicable or requested.
 - vi. Certificates and qualification data, where applicable or requested.
 - vii. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and Owners.
 - viii. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - ix. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - x. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - xi. Cost information, including a proposal of change, if any, in the Contract Sum.
 - xii. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - xiii. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- c. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within fourteen (14) calendar days of receipt of request, or seven (7) calendar days of receipt of additional information or documentation, whichever is later.

- i. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
- ii. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fourteen (14) calendar days prior to time required for preparation and review of related submittals.
 - a. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - i. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - ii. Requested substitution provides sustainable design characteristics that specified product provided.
 - iii. Substitution request is fully documented and properly submitted.
 - iv. Requested substitution will not adversely affect Contractor's construction schedule.
 - v. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - vi. Requested substitution is compatible with other portions of the Work.
 - vii. Requested substitution has been coordinated with other portions of the Work.
 - viii. Requested substitution provides specified warranty.
 - ix. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is

uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Engineer will consider requests for substitution if received within thirty (30) calendar days of issuance of the Notice to Proceed. Requests received after that time may be considered or rejected at the discretion of the Engineer.
- a. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
- i. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - ii. Requested substitution does not require extensive revisions to the Contract Documents.
 - iii. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - iv. Requested substitution provides sustainable design characteristics that specified product provided.
 - v. Substitution request is fully documented and properly submitted.
 - vi. Requested substitution will not adversely affect Contractor's construction schedule.
 - vii. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - viii. Requested substitution is compatible with other portions of the Work.
 - ix. Requested substitution has been coordinated with other portions of the Work.
 - x. Requested substitution provides specified warranty.
 - xi. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

**SECTION 012613
REQUESTS FOR INTERPRETATION (RFI)**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Administrative and procedural requirements for handling and processing RFI.

1.2 SECTION INCLUDES

- A. Administrative and procedural requirements for handling and processing RFI.

1.3 DEFINITIONS

- A. Definitions used in this article are not intended to change or modify the meaning of other terms in the Contract Documents.
- B. Request for Interpretation (RFI): A request for information by the Contractor to the Owner/Engineer for clarification of intent of any portion of the Contract Documents after the Award of Contract and during the construction of the Project.
- C. The following are NOT Requests for Interpretation.
 - a. Change Orders.
 - b. Construction Change Directives.
 - c. Substitution Request.
 - d. Bulletin.
 - e. Field Order.
 - f. Shop Drawings.
 - g. Normal questions contained in a typical shop drawing submittal.
 - h. Clarifications during Bidding.

1.4 REQUESTS FOR INTERPRETATION (RFI's) DURING CONSTRUCTION

- A. RFI's are logged-in at the Engineer's Office, not necessarily with same date as indicated by the Contractor on RFI form. The response time will commence upon the date of receipt by the Engineer.
 - a. E-mail copies of RFI's sent by the Contractor and received on or after a Friday after 2:00 PM are to be dated the following Monday, holidays excepted.
- B. RFI: If clarification of any portion of Construction Documents is required, submit a RFI to the Engineer and the Owner's Representative in accordance with the following procedures:

- a. RFI Format:
 - i. Submit on a standard form developed by the Contractor.
 - ii. RFI's shall be sequentially numbered; and include the following:
 - 1. Date
 - 2. Project name and number
 - 3. Contractor's name, address, telephone number and fax number.
 - 4. Description of subject and discipline (trade) in question.
 - 5. Adequate space for Engineer to respond, sign, and date.
 - iii. Contractor shall submit a copy of the format to the Engineer and Owner's Representative at start of Project for review, comment, and acceptance.

C. RFI Inquiry:

- a. Clearly state and completely define the issue requiring interpretation. Provide drawing and detail numbers, specification section numbers and paragraphs, sketches and other reference information.
- b. Provide potential solutions to issues when possible.
- c. Provide cost and schedule implications, if any.
- d. Ambiguous RFI's will be returned to Contractor without formal action.

D. RFI Submission Process:

- a. The Contractor shall submit an RFI, in writing, to Engineer immediately with a copy to the Owner's Representative when any issue requiring clarification arises.
 - i. Unless specifically stated on RFI, the Engineer and the Owner will assume adjustment to the Contract Amount and the Project Schedule is not required.
 - ii. The Engineer will review and respond only to RFI's received in writing from the Contractor. When possible, email RFI's can be accepted given the Owner, Engineer, and Contractor agree and Contractor is able to verify delivery of RFI either email receipt, follow up phone call or alternate method.
 - iii. For paper RFI; submit one (1) copy of each RFI and Engineer response, including any supplemental drawings and additional instructions, to the Owner's Representative for recording purposes.
 - iv. Review and response of RFI by Owner/Engineer will be accomplished within seven (7) calendar days from the date of receipt.
 - v. RFI's submitted to the Engineer without following these submission procedures will result in rejection of the submission without review and comment.

E. RFI Log:

- a. Contractor must maintain an RFI log indicating the RFI number, subject, date, response date and impact, if any on schedule, and cost.

- b. Contractor is to provide the updated log, at least once a month, to the Engineer and Owner's Representative and at the request of the Engineer and/or Owner's Representative.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012613

**SECTION 012657
CHANGE ORDER REQUEST**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative and procedural requirements for proposing, processing, and securing Change Orders.

1.2 COST COMPUTATION

- A. The cost of change orders to the contract will be computed as follows:

- a. In all cases, regardless of the method used to determine values of changes, estimated or actual cost shall be submitted in detailed breakdown form, giving quantity and unit costs of each item, labor costs, allowable overhead and profit.
- b. Where unit prices have not been established for the contract, the work shall be based on a lump sum adjustment determined by criteria outlined under Section 007200. The allowances including all overhead, commission, profit, and bond to be allowed for increase shall in no case exceed the percentages of net extra costs as itemized in Sections 007200 and 007210.

- i. For change orders these percentages shall include, but not be limited to:

1. Insurance (other than mentioned herein),
2. Bonds,
3. Field and office supervisors and assistants,
4. Use of small, portable tools and equipment, whether manual or automatic generally designed for individual use by a tradesman.
5. Use of any manual tools and equipment, regardless of size, portability or end use,
6. Average job engineering, stakeout, and layout.
7. Incidental job burdens.
8. General administrative costs required by reasonable extension of contract time if necessary as directly caused by the change.

- ii. Cost shall be computed to include actual cost of:

1. Labor, including pro-rated charges for foremen.
2. Materials entering permanently into the work.
3. Ownership or rental cost of construction equipment during time of use for the extra work.
4. Power and consumable supplies for the operation of power equipment.

5. Insurance related to labor benefits required under union agreements.
 6. Social Security and unemployment insurance.
 7. Applicable taxes.
- B. Estimates for materials shall be based on reasonable, current prices at which materials are available to the Contractor and subcontractor(s). Satisfactory evidence of such costs shall be submitted with proposed change order.
- C. When additions and credits are involved in any one change order, the allowance for overhead and profit shall be figured on the basis of net increase, if any. Full credit, not including allowances for Contractor's overhead, profit, or commission shall be given the Owner for deductions. Values of taxes shall be included in deductions.
- D. No work on proposed changes shall be started until the proposed changes have been approved by the Engineer and Owner.
- a. Exception: Where an emergency or a situation requires that changes in contract work be done prior to formal approval of the Change Order, the Authority shall issue a proceed order to the Contractor who must maintain an accurate account of all labor and material involved in the change. All proceed orders shall be followed by change order(s) in the approved manner prior to contract settlement, final payment, and release of retention.
 - i. All Proceed Order time and material costs are subject to verification. Contractor must notify the Engineer, Owner, and/or Owner Representative when work on such changes is to start and when complete. All appropriate documentation itemizing time and materials must be provided to the Engineer/Owner.
 - ii. To receive full recognition, labor assigned to contract changes via Proceed Order must, insofar as possible, work continuously on the change rather than interchanging between contract work and the change work.
- E. In order that proposed changes in work, if they should occur, can be processed without undue delay, the Contractor shall indicate in each separate proposal requesting a change in the contract supporting information in detailed breakdown form including, at a minimum, the following:
- a. The exact location of the change requested.
 - b. The square feet, square yards, cubic yards, linear measure, or any other unit of measure applicable to the work involved, together with the unit cost of labor and material by trades. Labor unit cost shall include associated insurance. Other types

of protection are assumed to be covered by overall job insurance with no additional changes assigned to unit costs.

- c. Justification/clarification of the need for the change.
- d. Viable options for completing the proposed change with support documentation and associated costs.
- e. Valued engineering, when possible.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012657

**SECTION 012900
PAYMENT PROCEDURES**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - a. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.03 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.04 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - a. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - i. Application for Payment forms with Continuation Sheets.
 - ii. Submittals Schedule.
 - iii. Contractor's Construction Schedule.
 - b. Submit the Schedule of Values to Contracting Officer at earliest possible date but no later than seven calendar days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the bid schedule as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

- a. Identification: Include the following Project identification on the Schedule of Values:
 - i. Project name and location.
 - ii. Name of Engineer.
 - iii. Name of Construction Manager
 - iv. Project Number.
 - v. Contractor's name and address.
 - vi. Date of submittal.
- b. Submit draft of HUD-51000 for HUD projects or AIA Document G703 Continuation Sheets for all other projects.
- c. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - i. Related Specification Section or Division.
 - ii. Description of the Work.
 - iii. Name of subcontractor.
 - iv. Name of manufacturer or fabricator.
 - v. Name of supplier.
 - vi. Change Orders (numbers) that affect value.
 - vii. Dollar value.
 1. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- d. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
- e. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- f. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - i. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
- g. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

- h. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - i. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- i. Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Contracting Officer and paid for by Owner.
 - a. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Contracting Officer and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use forms provided by Contracting Officer for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Contracting Officer will return incomplete applications without action.
 - a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - b. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit two (2) signed and notarized original copies of each Application for Payment to Contracting Officer by a method ensuring receipt within twenty-four (24) hours. One copy shall include waivers of lien and similar attachments if required.
 - a. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
- a. Submit partial waivers on each item for amount requested in previous application, after deduction for retention, on each item.
 - b. When an application shows completion of an item, submit final or full waivers.
 - c. The Contracting Officer reserves the right to designate which entities involved in the Work must submit waivers.
 - d. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to the Contracting Officer.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
- a. Submit partial waivers on each item for amount requested in previous application, after deduction for retention, on each item.
 - b. When an application shows completion of an item, submit final or full waivers.
 - c. Contracting Officer reserves the right to designate which entities involved in the Work must submit waivers.
 - d. Submit final Application for Payment with or proceeded by final waivers from every entity involved with performance of the Work covered by the application whom is lawfully entitled to a lien.
 - e. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Contracting Officer.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
- a. List of subcontractors.
 - b. Schedule of Values.
 - c. Contractor's Construction Schedule (preliminary if not final).
 - d. Products list.
 - e. Schedule of unit prices.

- f. Submittals Schedule (preliminary if not final).
 - g. List of Contractor's staff assignments.
 - h. List of Contractor's principal consultants.
 - i. Copies of building permits (if applicable).
 - j. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - k. Initial progress report.
 - l. Report of preconstruction conference.
 - m. Certificates of insurance and insurance policies.
 - n. Construction Contract Security.
 - o. Data needed to acquire Owner's insurance.
 - p. Initial settlement survey and damage report, if required.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
- a. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - b. This application shall reflect Certificates of Partial Substantial Completion issued previously for Government occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
- a. Evidence of completion of Project closeout requirements.
 - b. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - c. Updated final statement, accounting for final changes to the Contract Sum.
 - d. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."

- e. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
- f. AIA Document G707, "Consent of Surety to Final Payment."
- g. Evidence that claims have been settled.
- h. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
- i. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100
PROJECT MANAGEMENT AND COORDINATION

PART 1: GENERAL

1.1 DESCRIPTION

- A. This section details the Contractor and the Owners' responsibilities in coordinating efforts for this project

PART 2: PRODUCTS (not used)

PART 3: EXECUTION

3.1 CONTRACT DOCUMENTS

- A. The Contractor and all subcontractors shall become completely familiar with the requirements of the contract documents.
- B. In the event discrepancies or conflicts are encountered, notify the Engineer immediately. Where there is a discrepancy, including referenced Codes, the documents requiring the strictest interpretation, higher quality, the greater quantity, or the more difficult work shall govern, unless otherwise determined by the Engineer.

3.2 REQUEST FOR INFORMATION

- A. Refer to Section 012613.
- B. The Contractor shall coordinate the sequencing of work so that Requests for Interpretation (RFI's) be submitted to the Engineer in a timely manner so as not to delay work.

3.3 SCHEDULE

- A. The contractor shall submit a Schedule of Work prior to commencing work.
- B. The Schedule of Work shall be updated monthly at a minimum, and MUST BE submitted with any Request for Payment.

3.4 UTILITIES

- A. The Contractor shall coordinate with all utility companies that must be relocated or have connection to in the project area. Coordination shall include scheduling with utility companies when various stages of work may be performed and when potential shutdowns may occur.

3.5 PERMITS

- A. The Contractor shall coordinate with all permitting agencies with jurisdiction over this project. The Contractor shall coordinate any inspections necessary and schedule work around requirements of the permits. The Contractor shall be required to adhere to all of the requirements including all mitigation which may be required in these permits.

3.6 OWNER

- A. The Contractor shall coordinate with the Owner for all work to be performed.

3.7 INSTALLATION

- A. Coordination methods at the Project Site are the responsibility of the Contractor. The Engineer may disapprove Work completed by the Contractor or data submitted by the Contractor, when in the Engineer's judgment, coordination has been inadequate to ensure the highest quality.

END OF SECTION 013100

**SECTION 013200
CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL

1.1 GENERAL

- A. The intent of the progress schedule is to assist the Contractor, Engineer, and Owner in planning and executing Work and to assist the Project Coordinator and Owner in monitoring the construction progress for the purpose of coordination, communication, evaluation of Applications and Certificates for Payment, and evaluation of time extension requests.
- B. The Project Coordinator's review of the schedule will be to ensure that it conforms to the requirements of the contract documents. The construction means, methods, sequence and scheduling of the work is the Contractor's responsibility and is not reviewed by the Project Coordinator or Owner. Contract completion date(s) is as specified in the Notice to Proceed and subsequent adjustments as ratified per Sections 007200 and 012613. The Project Coordinator's review of the schedule does not change, revise, or amend that date(s), nor does it constitute an approval of the Contractor's ability to complete the work within the Contract Time.
- C. If the Contractor submits a schedule which indicates a construction completion date prior to the advertised contract completion date, it is understood that the Owner shall not be obligated for any costs associated with any extensions of the Contractor's schedule which is still within the stipulated contract completion period. No contract time extension shall be granted until the contractor demonstrates that the Critical Path is directly impacted, and the construction completion date must be extended past the stipulated contract completion date.
- D. Contract schedule shall indicate completion dates of Segment 1 and Segment 5 by September 30, 2026, and completion of Segment 3 and Segment 4 by September 30, 2027.

1.2 FORMAT

- A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with the applicable Specification section number.
- B. Diagram Sheet Size: must be legible.

1.3 SCHEDULES

- A. Provide a time scaled CPM precedence diagram with a separate activity bar for each work activity. Network diagram to illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding

activities, and how completion of the activity may restrain start of subsequent activities. Indicate early and late start, early and late finish, float time, duration, manpower loading and description of each activity. Indicate critical path.

- B. Provide as many activities as necessary to clearly show how the project will be constructed within the time allowed. As a minimum, every item on the schedule of values must be shown on the progress schedule. Provide sub-net schedules where necessary to enhance clarity.
- C. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities.
- D. Show accumulated percentage of completion of each item of Work at time of each Application for Progress Payment.
- E. As a sub-net show dates including specified Project Coordinator's review time for shop drawings, product data, and samples. Indicate decision date for selection of finishes.
- F. Show product delivery dates, including those furnished and/or installed by Owner.
- G. Show dates when application for separate permits (i.e., fire alarm, fire sprinkler, etc.) will be made and when the permit will be received.
- H. Show dates when application for warranties/guarantees will be made and when warranties will be delivered. Final payment will not be made until all warranties/guarantees have been received and determined to be acceptable.
- I. Include dates for Project Coordinator's punch list review and completion of punch list items.
- J. Include dates for submission of operation and maintenance manuals and project record drawings (minimum of thirty days before final completion). Show Project Coordinator's review time and re-submittal of corrected manuals and drawings.

1.4 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity at the time of the revision date. Update diagrams to graphically depict current status of Work.
- C. Indicate revision date on revised schedule.
- D. Show changes occurring since previous Schedule submission such as:
 - a. Any major changes in scope;

- b. Activities modified since previous submission;
 - c. Revised projections for progress and completion, as applicable;
 - d. Any other identifiable changes.
- E. Provide narrative report as needed to define:
- a. Problem areas; anticipated delays; and impact of these on the project schedule.
 - b. Corrective action recommended, and its effect.
- F. The periodic Applications and Certificates for Payment will not be processed until the progress schedule is updated and submitted as specified.

1.5 SUBMITTALS

- A. Within fourteen (14) calendar days after date of Owner-Contractor Agreement, submit proposed network diagram defining planned operations for the Work.
- B. If required by Project Coordinator, participate in review of network diagrams jointly with General Contractor.
- C. Submit updated network schedules with each Application for Payment or more frequent if directed by Project Coordinator.
- D. Submit the number of opaque reproductions the Contractor requires, plus two (2) copies which will be retained by Project Coordinator.

1.6 DISTRIBUTION

- A. Distribute copies of reviewed schedules to project site file, Contractors, suppliers, Factory/Engineering Firm, Project Coordinator, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS (Not Used)
PART 3 EXECUTION (Not Used)

END OF SECTION 013200

**SECTION 013300
SUBMITTALS**

PART 1 GENERAL

1.1 SUBMITTAL PROCEDURES

- A. Schedule submittals to expedite the Project. Transmit submittals in accordance with approved Progress Schedule and in such sequence to avoid delay in the Work. Coordinate submission of related items with schedule. Submit Schedule of Submittals to Project Coordinator prior to initial Application for Payment.
- B. Make and deliver all submittals to Project Coordinator.
- C. Provide space for General Contractor to review stamps.
- D. General Contractor must review and certify each submittal prior to submission to Project Coordinator. Mark certification on each submittal with permanent marking ink.
- E. Reproduce and distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions. Pay all costs for reproduction, distribution, and materials.
- F. Submit items requiring color selection within thirty (30) calendar days of contract award. Colors will be selected after all color submittals are received by Project Coordinator.
- G. Coordinate submittals into groupings containing all associated items to facilitate review of inter-related items:
 - a. Finishes, selection of colors, textures, or patterns.
 - b. Associated items which require correlation for efficient function or for installation.
 - c. Submit all Division 2 submittals at the same time. Failure to do so will delay processing and review by the Project Coordinator or Owner's Consulting Engineer. Review will not occur until submittal is complete.
- H. Identify in writing variations from Contract Documents. Identify in writing product or system limitations detrimental to successful performance of the completed Work.
- I. Accompany submittals with transmittal letter containing:
 - a. Date.
 - b. Project title and number.
 - c. Contractor's name and address.
 - d. Number of copies of Shop Drawings, Product Data, and Samples submitted.
 - e. Identification of submittal as it relates to:
 - i. Contractor/Supplier/Manufacturer.
 - 1. Name.

2. Address.
 3. Telephone number.
 4. Representative's name.
 - f. Detail number and location in Construction Documents.
 - g. Specifications reference number and paragraph.
 - h. Applicable Standards.
 - e. Finishes.
 - f. Identification of deviations from Contract Documents.
- J. Additional Information Required:
- a. Relation to adjacent structure or materials.
 - b. Fabrication methods, assembly, special installation requirements, accessories, fasteners, and other pertinent information.
 - c. Field dimensions, clearly identified.
 - d. Coordination with other trades. Stamped and signed by affected trades.
- K. Distribution of Submittals:
- a. Project Coordinator will retain a minimum of two (2) copies of all submittals, with one (1) set of reviewed submittals retained as "Record Documents". Mark up with as-built information and provide to Owner as part of Project Record Documents.
 - b. General Contractor to maintain one (1) set of reviewed submittals at project site.

1.2 PROPOSED PRODUCTS LIST AND CONTRACTORS LIST

- A. Prior to submission of First Application for Payment, submit complete list of Contractors and suppliers to be used for the Work. Provide specification section identification number, addresses, and telephone numbers for each listed Contractor and supplier.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.3 SHOP DRAWINGS

- A. Prior to submission of First Application for payment, submit complete list of all shop drawings, product data and/or sample submittals as required by these specifications. List to include date columns showing anticipated and actual Submittal dates to General Contractor and Project Coordinator as well as return dates from General Contractor and Project Coordinator. Update this list for use at the Progress Meetings.
- B. Present in clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.

- C. Identify field dimensions; show relation to adjacent or critical features or Work or products.
- D. Minimum Sheet Size: 8½ x 11 inches.
- E. Do not submit freehand drawings.
- F. On shop drawings requiring Code Agency approval, submit on format and media required by Approval Agency. Include information required by Project Documents and Approval Agency.
- G. Submit four (4) copies to General Contractor for review. The General Contractor will return two (2) reviewed copies with comments. After review and correction the Contractor shall reproduce and distribute copies of the shop drawings as required for Contractor use and contractor's needs. Provide the copy of final Submittal to Owner for the Project records.
- H. Do not provide Submittals not required by these specifications. They will be returned to the Contractor and/or Factory/Engineering Firm without review.

1.4 PRODUCT DATA

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Paragraph number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
- B. Do not submit Material Safety Data Sheets (MSDS). MSDS are Contractor and Factory/Engineering Firm safety, means and methods responsibilities. MSDS will not be reviewed.
- C. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- D. Submit four (4) copies of product data and manufacturer's instructions to General Contractor for review. The General Contractor will return two (2) reviewed copies with comments. After review and correction, the Contractor shall reproduce and distribute copies as required for Contractor use and contractor's needs. Provide the copy of final submittal to Owner and Project Coordinator for their records.

1.5 SAMPLES

- A. Submit full range of manufacturer's standard and special finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Project Coordinator's selection.

- B. Submit samples which may be used in the Work as indicated in the Specification section.
- C. Label each sample with identification required for transmittal letter.
- D. Submit two (2) samples of each product requiring color or texture/finish selection unless specified otherwise in individual specification sections: one (1) sample will be retained by Project Coordinator, one (1) sample will be returned to the Contractor to be retained at the job site.
- E. Field samples are to be maintained at the site of the Work and are to be removed after substantial completion unless directed otherwise.
- F. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.6 MANUFACTURER'S CERTIFICATES AND WARRANTIES

- A. When specified in individual specification Sections, submit manufacturer's certificate and/or warranty to Project Coordinator for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Project Coordinator.
- D. Provide certificate and/or warranty by manufacturer on company letterhead paper or forms signed by an officer of the manufacturer. On document name the Owner, project, project location, Contractor, and Contractor's address. Indicate product furnished, quantity furnished, and date of delivery.

1.7 CONTRACTOR REVIEW

- A. Coordinate submittals with requirements of Work and of Contract Documents.
- B. Apply Contractor's stamp with signature. The submittal signed by the Contractor certifies that the Contractor has reviewed the submittal for accuracy, completeness, and compliance in accordance with the General Conditions. It also certifies that the Contractor has verified product required, field dimensions, adjacent construction Work and Contract Documents. Submittals without Contractor's stamp and signature will be rejected. Notify Project Coordinator in writing at time of submittal of any deviations from requirements of Contract Documents.

1.8 RESUBMITTALS

- A. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- B. Shop Drawings and Product Data:
 - a. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 - b. Indicate any changes which have been made including those requested by the Project Coordinator.
- C. Samples: Submit new samples as required.

1.9 PROJECT COORDINATOR REVIEW

- A. Project Coordinator will review shop drawings, product data, and samples and return submittals within twenty-one (21) calendar days.
- B. For Project Coordinator's color selection, allow thirty (30) calendar days from time all color samples for the Work have been delivered to the Project Coordinator.
- C. Project Coordinator review is only for general conformance and compliance with Project design concept and Contract Documents. Any action shown is subject to Contract Document's requirements. Contractor is responsible for dimensions (confirm and correlate at job site); fabrication processes; construction techniques; quantities; space requirements; coordination of work with that of all other trades; union jurisdiction; infringements of patent rights; possible cause of injury to persons or property; and satisfactory performance of the work.
- D. Project Coordinator's review of separate items does not constitute review of assembly in which it functions.

END OF SECTION 013300

**SECTION 013591
CONSTRAINTS AND MITIGATIONS**

PART 1: GENERAL

1.1 Description

- A. The following requirements supplement the General Conditions, 007200.

PART 2: PRODUCTS (not used)

PART 3: EXECUTION

3.1 Constraints and Mitigations

- A. The Owner has completed an environmental review process governed by the various rules, regulations, and codes of the regulating body. In compliance with the environmental review document, the Contractor's operations are subject to the following constraints and environmental protection measures. In addition to these, the Contractor is also responsible for compliance with any and all constraints or environmental protection measures that may be noted in other sections of the Technical Specifications.
- B. The Contractor's operations are subject to the following constraints and mitigations:
1. If buried materials are encountered, all soil disturbing work should be halted at the location of any discovery until a qualified archaeologist completes a significance evaluation of the find(s) pursuant to Section 106 of the national Historic Preservation Act (36CFR60.4). The Owner should be contacted immediately. Prehistoric archaeological site indicators expected within the general area include: chipped chert and obsidian tools and tool manufacture waste flakes; grinding and hammering implements that look like fist-size river tumbled stones, and for some rare sites, locally darkened soil that generally contains abundant archaeological specimens. Historic remains expected in the general area commonly include items of ceramic, glass, and metal. Features that might be present include structure remains (e.g., cabins or their foundations) and pits containing historic artifacts.

3.2 Site Conditions

- A. Coordination with the Modular Manufacturer:

The contractor shall coordinate all work with the modular building manufacturer hired by the Owner. Coordination shall include scheduling, arrangements for transport, and an understanding of what items the Contractor is responsible for and what items are to be provide by the Contractor.

3.3 Site Conditions

B. Coordination with the Inspector:

1. Contact the Inspector at least five (5) days in advance of any planned removal of historic fabric, demolition, or ground disturbance work. The Inspector will in turn notify the Archaeologist/Cultural/Natural Resource Specialist when such work is planned.
2. Contractor shall coordinate directly with the Inspector regarding archaeological/cultural/natural specialist monitoring. Any ensuing directives from the archaeologist/cultural/natural specialist in relation to need for interruption of specific contractor work will be made through the Inspector.

C. Limit of Work

1. Contractor shall layout all planned removal, demolition, or ground disturbance work for review and approval prior to such work commencing.
2. Contractor shall avoid all removal, demolition, ground disturbance, and other destructive activities that may disturb historic fabric, artifacts, archaeological, cultural or natural resources until the Inspector gives approval to proceed.

D. Role of Archaeologist/Cultural/Natural Specialist

1. Prior to the construction start date, but during the submittal period, archaeologist/cultural/natural specialist(s) will attempt to mark or identify, where certain historical fabric, cultural resources are to be documented, salvaged, or left in situ place on the building/structure/feature/site as identified in the construction documents. This by no means is meant to indicate that during the course of demolition, ground disturbance, or destructive activities, that the contractor is free to move forward without first obtaining permission to proceed from the Inspector, or that during the course of such actions, new or previously unknown areas will not be marked or identified by the archaeologist/cultural specialist.
2. During construction, archaeologist/cultural/natural specialist will monitor all demolition, ground disturbance, or destructive activities.
3. Archaeologist/cultural/natural specialist will determine whether appropriate treatments such as handwork, will be necessary for certain demolition, ground disturbance, or destructive activities. Directives in relation to need for alteration of technique or interruption of specific contractor work will be given by the Inspector.

E. Down Time

1. If unforeseen cultural/natural resources are uncovered during execution of the work, the Inspector will put work on hold at that specific location, and the Contractor will be redirected to other tasks. The archaeologist/cultural/natural specialist will record and evaluate the find and implement avoidance, preservation, or recovery measures as appropriate compliance with environmental law and department resource directives prior to Inspector directing resumption of work at that specific location.
2. Contractor shall include in the project schedule, consideration of up to (not less than) five (5) calendar days down time for unforeseen conditions uncovered during execution of work that may require further resource analysis. Down time days must be approved by the Inspector.

3.4 Protection of Existing Resources

- A. Provide required protection, in areas identified on drawings, or as directed by the Inspector to maintain integrity of the resources to be protected during the course of the project.

END OF SECTION 013591

**SECTION 014500
QUALITY CONTROL**

PART 1: GENERAL

1.1 SUMMARY

- A. This section includes administrative and procedural requirements for quality assurance and quality control.
- B. Contractor reserves the right to arrange and pay for a qualified independent testing agency to perform required testing for the project. Test reports shall be submitted to the Owner within forty-eight (48) hours of receipt by Contractor.
- C. Owner will retain its own third party independent firm to conduct field testing/inspections and provide for all necessary laboratory tests and reports.
- D. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with the contract Document requirements.
 - 1. Specified test, inspections, and related actions do not limit the Contractor's quality-control efforts as necessary to provide compliance with the Contract Document requirements.
 - 2. Requirements for the Contractor to provide quality-control services required by the Designer, the Owner, or authorities having jurisdiction are not limited by the provisions of this section.

1.2 DEFINITIONS

- A. Quality-Assurance Services: activities, actions, and procedures performed before and during execution of the work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: tests, inspections, procedures, and related actions before, during, and after execution of the work to evaluate completed construction complies with contract and construction industry requirements. Quality control services do not include contract enforcement activities performed by the Owner or the Designer of record.
- C. Testing Agency: an entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.3 DELEGATED DESIGN

- A. Performance and Design Criteria: where professional design services or certifications by a design professional are specifically required of the Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to the Owner.

1.4 SUBMITTALS

- A. Qualification Data: for testing agencies specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: in addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to the Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Contractor’s Daily quality Control reports: the contractor shall designate an individual responsible for maintaining control over the quality of the work. For each day on which work is scheduled to be performed, the Contractor’s Quality Control Representative shall prepare and submit certified written reports that include the following:
1. Date of report preparation and date work was performed.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples, tests, or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the work performed that day, and the reasons for non-work.
 7. Item of work tested or inspected. Test and inspection methods.
 8. Identification of products delivered/installed and corresponding specification sections.
 9. Complete test or inspection data.

10. Test and inspection results and an interpretation of test results.
 11. Weather conditions. Ambient conditions at time of sample taking, testing and inspecting.
 12. Comments or professional opinion on whether tested or inspected work complies with the Contract Document requirements.
 13. name and signature of Quality Control Representative, and laboratory inspector.
 14. Recommendations on retesting and re-inspecting.
- D. Permits, licenses, and certificates: for the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, documents, established for compliance with standards and regulations bearing on performance of the work.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: a firm experienced in producing products similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized service Representative Qualifications: an authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this project.
- C. Installer Qualifications: a firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: a firm experienced in manufacturing products or systems similar to those indicated for this project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: a professional engineer who is legally qualified to practice in jurisdiction where project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this project in material, design, and extent.
- F. Specialists: certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations.

Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and similar regulations governing the work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

- G. Testing Agency Qualifications: an agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in the types of tests and inspections to be performed.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: the Owner may engage a qualified testing agency to perform additional testing services.

1. The Owner will furnish the Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor, and the Contractor shall cover the expense of such retesting and re-inspection at no additional cost to the Owner.
3. The presence or absence of the Owner's inspector or testing agency does not relieve the Contractor of the sole responsibility for compliance with the Contract Documents.

- B. Contractor Responsibilities: the Contractor is solely responsible for controlling the work to comply with the Contract Documents. Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.

1. Where testing or inspection services are not indicated the Owner's responsibility, engage a qualified testing agency to perform these quality-control services.
 - i. The Contractor shall not employ the same entity engaged by the Owner, unless agreed to in writing by the Owner.
2. Notify the Owner's testing agencies, Inspector of Record, and Contractor's testing agencies at least forty-eight (48) hours in advance of time when work that requires testing or inspecting will be performed.
3. Where testing or inspection services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each testing or inspection service.

4. Testing and inspecting requested by the Contractor and not required by the Contract Documents are the Contractor's responsibility.
- C. Special Tests and Inspections: the Contractor will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction.
1. The testing agency will notify the Owner and the Contractor promptly of irregularities and deficiencies observed in the work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to the Owner with a copy to the Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at substantial completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and re-inspect corrected work.
- D. Manufacturer's Field Services: where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Re-testing/Re-inspecting: regardless of whether original tests or inspections were the Contractor's responsibility, provide quality-control services, including re-testing and re-inspecting, for construction that revised or replaced work that failed to comply with requirements established by the Contract Documents.
- F. Testing Agency Responsibilities: cooperate with the Owner and the Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify the Owner and the Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through the Contractor.

4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the work.
 5. Do not perform any duties of the Contractor.
- G. Associated Services: cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following.
1. Access to the work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at the project site.
- H. Coordination: coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2: PRODUCTS (not used)

PART 3: EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: on completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other sections of these specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014500

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, Drawings and Individual Specification Sections; apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - a. Section 011000: Summary of Work.

1.3 USE CHARGES

- A. General: Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the Owner, the Design Professionals, occupants of the Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Contractor is responsible for payment of sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Contractor is responsible for payment of water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Contractor is responsible for payment of electric power service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel (if applicable).
- B. Erosion and Sedimentation Control Plan: Show compliance with requirements of stormwater erosion and sediment control including Storm Water Pollution Prevention Plan (if applicable).
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage; including delivery, handling, and

storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.

- a. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- D. Dust-Control and HVAC-Control Plan: For all enclosed construction activities, submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
- a. Locations of dust-control partitions at each phase of the work.
 - b. HVAC system isolation schematic drawing.
 - c. Location of proposed air filtration system discharge.
 - d. Other dust-control measures.
 - e. Waste management plan.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations and requirements of authority having jurisdiction for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in ADA-ABA Accessibility Guidelines and ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before the Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails.

- B. Portable Chain-Link Fencing: Minimum 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- C. Wood Enclosure Fence: Plywood, 8 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.
- E. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
- F. Insulation: Un-faced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices (when required), General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Owner's-Use Field Office (when required): Of sufficient size to accommodate needs of the Owner and construction personnel office activities and to accommodate project meetings. Keep office clean and orderly. Furnish and equip offices as follows:
 - a. Furniture required for the Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - b. Conference room of sufficient size to accommodate meetings of 20 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot square tack and marker boards.
 - c. Drinking water and private toilet.
 - d. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - e. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - a. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless the Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - a. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - b. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - c. Permanent HVAC System: If the Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - a. Arrange with utility company, the Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - a. Connect temporary sewers to municipal system as directed by authorities having jurisdiction. Obtain all required permits.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction. Obtain all required permits.

- D. **Water Service:** Connect to the Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- E. **Sanitary Facilities:** Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- a. **Toilets:** Use of the Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- F. **Heating and Cooling:** Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- G. **Isolation of Work Areas in Occupied Facilities:** Prevent dust, fumes, and odors from entering occupied areas.
- a. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.
 - i. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - ii. Maintain negative air pressure within work area using HEPA-equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 - b. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
 - c. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- H. **Ventilation and Humidity Control:** Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- a. Provide dehumidification systems to maintain the facilities RH when required to reduce substrate moisture levels to level required to allow installation or application of finishes per manufacturer's requirements and recommendations.
- I. Electric Power Service: Connect to the Owner's existing electric power service. Maintain equipment in a condition acceptable to the Owner. Obtain all required permits.
- J. Electric Power Service: Provide electric power service and distribution system of sufficient size, number of phases, capacity, and power characteristics required for construction operations and testing of all installed equipment.
 - a. Install electric power service underground, unless otherwise indicated.
 - b. Connect temporary service to the Owner's existing power source, as directed by the Owner.
- K. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - a. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - b. Install lighting for the Project identification sign.
- L. Telephone Service: Provide temporary telephone service in Owner's-use facilities for use by all construction personnel. Install two telephone lines for each field office.
 - a. Provide additional telephone lines for the following:
 - i. Provide a dedicated telephone line for each facsimile machine in each field office.
 - b. At each telephone, post a list of important telephone numbers.
 - i. Police and fire departments.
 - ii. Ambulance service.
 - iii. Contractor's home office.
 - iv. Design Professional's office.
 - v. Testing Consultant's offices.
 - vi. Owner's office.
 - vii. Principal subcontractors' field and home offices.
 - c. Provide superintendent with cellular telephone for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
- a. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - b. Maintain support facilities until Substantial Completion inspection date is scheduled. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
- a. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - b. Prepare subgrade and install sub-base and base for temporary roads and paved areas specified in Individual Specification Sections.
 - c. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
- a. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - b. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain the Project site, excavations, and construction free of water.
- a. Dispose of rainwater in a lawful manner that will not result in flooding the Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - b. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

- a. Identification Signs: Provide Project identification signs as specified in the Contract Documents.
 - b. Temporary Signs: Provide other signs as required to inform public and individuals seeking entrance to the Project.
 - i. Provide temporary, directional signs for construction personnel and visitors.
 - c. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
- a. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary Elevator Use: Use of elevators is not permitted.
- J. Existing Elevator Use: Use of the Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
- a. Do not load elevators beyond their rated weight capacity.
 - b. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- K. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- L. Existing Stair Usage: Use of the Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore stairs to condition existing before initial use.
- a. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

- M. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction.
- a. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 - b. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
 - c. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from the project site during the course of the project.
 - d. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Site Enclosure Fence: Before construction operations begin furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
- a. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 - b. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to the Owner.
- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance,

vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- I. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
 - a. Construct covered walkways using scaffold or shoring framing.
 - b. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 - c. Paint and maintain appearance of walkway for duration of the Work.
- J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.
 - a. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- K. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by the Owner from fumes and noise.
 - a. Construct dustproof partitions with fire rated gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
 - b. Where fire-resistance-rated temporary partitions are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 - c. Insulate partitions to control noise transmission to occupied areas.
 - d. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 - e. Protect air-handling equipment.
 - f. Provide walk-off mats at each entrance through temporary partition.

- L. Fire Safety During Construction: Comply with all requirements identified herein as well as the more stringent requirements of the applicable codes (California State Building and Fire Codes or Local City Building and Fire Codes).
- a. No smoking: Smoking shall be prohibited throughout the project/construction site. “No Smoking” signs shall be conspicuously posted at all entrances and throughout the site.
 - b. The Contractor shall designate a Fire Prevention Program Superintendent/ Fire Safety Manager who shall be responsible for all fire safety efforts until completion and acceptance of the Work described in the Contract Documents that include but are not limited to the following:
 - i. Prefire Plans. Develop in cooperation with the local Fire Chief and Fire Code Official. Any changes affecting the utilization of information contained in the plan shall result in notification to the local Fire Chief and Fire Code Official.
 - ii. Training. Job site personnel shall be trained in fire safety practices and procedures and the proper use of fire protection equipment, including hand-held fire extinguishers, hose lines, fire alarm and sprinkler systems.
 - iii. Fire Protection Devices. Fire protection and detection equipment shall be maintained and serviced.
 - iv. Hot Work Operations. Welding, cutting, open torches, torch-applied roof system activities, and other hot work operations shall be conducted under a permit system. A fire watch and fire extinguishers shall be provided.
 - v. Impairment of Fire Protection Systems. Coordinate planned, emergency or accidental impairments of fire protection systems to include tagging of impaired systems and notification of Fire Department, Alarm Company, Building Owner/Operator, and Contractors.
 - vi. Temporary Covering of Fire Protection Devices. Coverings placed on or over fire protection devices for protection from damage shall be immediately removed upon the completion of the Work in the room or area in which the devices are installed.
 - c. Provide readily accessible telephone service for fire calls at a location or locations approved by the Owner.
 - i. The Contractor shall pay all costs thereof until completion and acceptance of the Work or as otherwise directed by the Owner.
 - ii. Provide/post the street address of the construction site and the emergency telephone number of the Fire Department adjacent to the telephone.

- d. Provide or maintain a Temporary or Permanent Standpipe system for Fire Department use in accordance with the following:
 - i. Buildings subject to the California State Building Code: In buildings that require a standpipe system, such standpipe shall be installed when the progress of construction reaches a height of 40 feet.
 - ii. Buildings subject to the Local City Building Code: In buildings that require a standpipe system, such standpipe shall be installed when the progress of construction reaches a height of 75 feet. The standpipe shall be equipped with an air pressurized alarm system.
 - iii. Buildings being demolished: An existing standpipe system shall be maintained in operation on all floors, starting one floor directly below the floor being demolished. The existing standpipe can be converted to a dry standpipe if freezing conditions exist.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - a. Protect porous materials from water damage.
 - b. Protect stored and installed material from flowing or standing water.
 - c. Keep porous and organic materials from coming into prolonged contact with concrete.
 - d. Remove standing water from decks.
 - e. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - a. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - b. Keep interior spaces reasonably clean and protected from water damage.
 - c. Periodically collect and remove waste containing cellulose or other organic matter.

- d. Discard or replace water-damaged material.
 - e. Do not install material that is wet.
 - f. Discard, replace or clean stored or installed material that begins to grow mold.
 - g. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
- a. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - b. Use permanent HVAC system to control humidity.
 - c. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - i. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - ii. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record daily readings over a forty-eight hour period. Identify materials containing moisture levels higher than allowed. Report findings in writing to the Design Professional.
 - iii. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - a. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
- a. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves right to take possession of the Project identification signs.
 - b. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - c. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 – Contract Closeout Requirements.

END OF SECTION 015000

**SECTION 006100
CONTRACT SECURITY**

SECTION 1 GENERAL

1.1 Section Includes

- A. The Construction Contract Security provided by the Contractor is a financial guarantee that the project will be satisfactorily completed at the cost of the bid amount to the Owner.

1.2 Submittals

- A. A Contract Security will be required to be submitted to the Owner in concert with ratification of the Contract Agreement.

1.3 Measurement and Payment

- A. Payment for the Construction Contract Security shall be paid as a lump sum amount, to be billed as an item under the first partial payment request for the project. The amount paid shall reflect the price provided in the Bid Schedule.

SECTION 2 PRODUCTS

2.1 Construction Contract Security Types

- A. Contract Security must be provided at a minimum of 100% of the total amount of the contract including all costs itemized per section 004100 and the cost of the security, if not also itemized per section 004100. The following four (4) types of contract security may be used to meet the construction guarantee for this project:
 - a. Performance Bond
 - b. Payment Bond
 - c. Irrevocable Letter of Credit
 - d. Cash Escrow

SECTION 3 EXECUTION

- 3.1 Sample forms have been provided under this section for convenience.

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS: that

(Name and Address of Contractor)

a _____, hereinafter called Principal, and _____
(Corporation Partnership or Individual) (Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto the **Karuk Tribe**, hereinafter called Owner, in the penal sum of

_____ \$ _____, being one-hundred percent (100%) of the contract amount in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the completion of the

_____ including the work as described under Section 011000 of the Contract Manual, and all other appurtenant items in strict accordance with the contract documents, within the time set forth therein, and at the prices stated in the Bid Schedule.

NOW THEREFORE, if the Principal shall, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the TECHNICAL SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the TECHNICAL SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts one of which shall be deemed an original, this the _____ day of _____, 20____.

(Name of Principal)

(SEAL)

BY: _____
(Signature for Principal)

(Address)

ATTEST: _____
(Principal Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

BY: _____
(Attorney-in-Fact)

(SEAL)

(Address)

ATTEST: _____
(Surety Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Principal is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name and Address of Contractor)

a _____, hereinafter called Principal, and _____
(Corporation Partnership or Individual) (Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto the **Karuk Tribe**, hereinafter called Owner, in the penal sum of \$ _____ representing one-hundred percent (100%) of the contract amount, in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the completion of the _____ including the work as described under Section 011000 of the Contract Documents, and all other appurtenant items in strict accordance with the contract documents, within the time set forth therein, and at the prices stated in the Bid Schedule.

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the TECHNICAL SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the TECHNICAL SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterpart one of which shall be deemed an original, this the _____ day of _____, 20____.

(Name of Principle) (SEAL)

BY: _____
(Signature for Principal)

(Address)

ATTEST: _____
(Principal Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

BY: _____ (SEAL)
(Attorney-in-Fact)

(Address)

ATTEST: _____
(Surety Secretary)

WITNESS: _____
(Witness as to Principal)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Principal is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State where the PROJECT is located.

IRREVOCABLE LETTER OF CREDIT FORM

(Please provide on Bank Letterhead)

CONTRACT SECURITY

Dear _____

We hereby authorize you to draw on us to the aggregate amount of \$ _____ one-hundred percent (100%) of the total Contract Amount in the event _____ defaults, or fails to complete construction and payments under that certain Construction Contract with you dated _____.

Such drafts must be accompanied by:

1. Completion Assurance Agreement dated _____ for the project known as _____.
2. Written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely for the purposes and interests described in the Completion Assurance for the Project.

We warrant to you that all drafts drawn in compliance with the terms of this Letter of Credit will be unconditionally and duly honored upon delivery of documentation specified and presented to this office until _____ or fifteen months after the date of substantial completion of the Construction Contract as such completion date is defined in such Construction Contract, whichever first occurs.

This letter is irrevocable and shall be in full force and effect unless notification in writing is received by you canceling same.

This credit shall not be modified or amended except upon the written agreement of this Bank and the [Karuk Tribe](#).

Sincerely,

President

**SECTION 017100
MOBILIZATION & DE-MOBILIZATION**

PART 1: GENERAL

1.1 Description

- A. This section includes mobilization and demobilization to and from the jobsite.

PART 2: PRODUCTS (not used)

PART 3: EXECUTION

3.1 PREPARATION

- A. Make arrangements to contact all public works departments prior to mobilizing to the job site and secure all necessary permits prior to performing work.
- B. Notify Owner a minimum of forty-eight (48) hours in advance of mobilization to job site location.
- C. Secure all required bonds and insurance and submit to the owner prior to mobilization.
- D. The Contractor shall not mobilize until after the Owner has issued the Notice to Proceed.

3.2 MOBILIZATION

- A. Move materials, equipment, and laborers as necessary to job site location with minimal disturbance. No separate payment will be made for subsequent mobilizations to the jobsite.

3.3 DE-MOBILIZATION

- A. Remove all materials, equipment, laborers, solid waste and debris created by construction activities from job site location.
- B. Maintain minimal disturbance to site upon departure.

END OF SECTION 017100

**SECTION 017400
CLEANING AND WASTE MANAGEMENT**

PART 1: GENERAL

1.1 Summary

- A. Includes administrative and procedural requirements for Cleaning and Waste Management as described in Contract Documents.

1.2 Description

- A. Dispose of waste, debris, and rubbish resulting from the construction of the project.
- B. If excess excavation spoils cannot be suitably disposed of on site, as directed by the Inspector, it shall be hauled away at the Contractor's expense.

PART 2: PRODUCTS (not used)

PART 3: EXECUTION

3.1 Requirements

- A. Remove waste materials, debris, and rubbish from the site and legally dispose of at a public or private dumping area(s) off of site property. Use of private disposal facilities will require prior authorization by the Owner and provision of a signed release of liability by the facility Owner/Representative for the project Owner.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - a. Do not burn or bury rubbish and waste materials on the project site.
 - b. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - c. Do not dispose of wastes into streams or waterways.

3.2 Progress Cleaning

- A. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
- B. Keep premises broom clean during progress of the Work.
- C. During handling and installation, protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from soiling, damage, or deterioration until Substantial Completion.

- D. Supervise construction activities to ensure that no part of construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- E. Clean exposed surfaces and protect as necessary to avoid damage and deterioration.
- F. Construction Waste Management And Disposal:
 - a. Remove waste materials and rubbish caused by employees, Subcontractors, and contractors under separate contract with Owner and dispose of legally.
 - b. Do not deposit waste into storm drains, sanitary sewers, streams, or waterways. Do not discharge volatile, harmful, or dangerous materials into drainage systems.

3.3 Final Cleaning

- A. Immediately before Substantial Completion, thoroughly clean the area where The Work was performed.
- B. Comply with individual manufacturer's cleaning instructions.

END OF SECTION 017400

**SECTION 017800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Individual Product Sections: Specific requirements for operation and maintenance data.
- B. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - i. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - b. Advise Owner of pending insurance change-over requirements.
 - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - d. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - e. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.

- f. Deliver tools, spare parts, extra stock, and similar items.
 - g. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
 - h. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 - i. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare:
- a. The Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - b. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 - c. Results of the completed inspection will form the basis of requirements for final acceptance.
- C. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
- a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - b. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and the list has been endorsed and dated by the Engineer.
 - c. Submit consent of surety to final payment.

1.04 SUBMITTALS

- A. Project Record Documents: Submit documents to Owner with claim for final Application for Payment.

B. Operation and Maintenance Data:

- a. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Owner will review draft and return one copy with comments.
- b. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within fourteen (14) calendar days after acceptance.
- c. Submit one copy of completed documents fourteen (14) calendar days prior to final inspection. This copy will be reviewed and returned after final inspection, with Owner comments. Revise content of all document sets as required prior to final submission.
- d. Submit two sets of revised final documents in final form within fourteen (14) calendar days after final inspection.

C. Warranties and Bonds:

- a. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within fourteen (14) calendar days after acceptance.
- b. Make other submittals within fourteen (14) calendar days after Date of Substantial Completion, prior to final Application for Payment.
- c. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within fourteen (14) calendar days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.1 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - a. Drawings.
 - b. Specifications.
 - c. Addenda.
 - d. Change Orders and other modifications to the Contract.
 - e. Reviewed shop drawings, product data, and samples.

- f. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - a. Changes made by Addenda, change order, substitution, and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - a. Measured depths of foundations in relation to finish first floor datum.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - d. Field changes of dimension and detail.
 - e. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - a. Product data, with catalog number, size, composition, and color and texture designations.

- b. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

3.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - a. Description of unit or system, and component parts.
 - b. Identify function, normal operating characteristics, and limiting conditions.
 - c. Include performance curves, with engineering data and tests.
 - d. Complete nomenclature and model number of replaceable parts.
- B. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- D. Provide servicing and lubrication schedule, and list of lubricants required.
- E. Include manufacturer's printed operation and maintenance instructions.
- F. Include sequence of operation by controls manufacturer.
- G. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Additional Requirements: As specified in individual product specification sections.

3.5 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - a. Part 1: Directory, listing names, addresses, and telephone numbers of Owner, Contractor, Subcontractors, and major equipment suppliers.
 - b. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - i. Significant design criteria.
 - ii. List of equipment.
 - iii. Parts list for each component.
 - iv. Operating instructions.
 - v. Maintenance instructions for equipment and systems.
 - vi. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - c. Part 3: Project documents and certificates, including the following:
 - i. Shop drawings and product data.

3.6 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within fourteen (14) calendar days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION 017800

DIVISION 31
EARTHWORK

**SECTION 312300
EXCAVATION AND FILL**

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Section includes requirements for excavation, backfilling, compaction, quality control, and restoration.

1.2 MEASUREMENT

- A. Excavation and Fill: Cost are incidental to other items of work in the project for which excavation and/or backfilling is necessary.
- B. Trenching & Backfilling: Cost to be included in other items. Includes excavating trenches and backfilling for all pipe and utilities in the project area.

1.3 REFERENCES

- A. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.5 Kg) Rammer and 12 inch (300 mm) Drop.
- B. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- C. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.5 Kg) Rammer and 18 inch (450 mm) Drop.
- D. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- E. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.
- F. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.

1.4 SUBMITTAL REQUIREMENTS

- A. In accordance with the requirements of Section 6705 of the Labor Code of the State of California, submit a detailed plan to the Engineer before excavation, showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches 5 feet or more in depth.
- B. Submit the plan to the Engineer prior to start of excavation.

1.5 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, or cable.
- B. Structure: Foundation, manhole, septic tank, cleanout, catch basin, vault, or culvert.
- C. Solid Rock: Large continuous masses of igneous, metamorphic, or sedimentary rock, which in the opinion of the Engineer cannot be excavated without drilling and blasting. Soil that is capable of being excavated with rippers is not considered solid rock.
- D. Loose Rock: Boulders and other detached stones, with a minimum volume of 1 cubic yard.

1.6 FIELD MEASUREMENTS

- A. Verify that survey benchmarks, control points, and intended elevations are as shown on drawings.

1.7 PROTECTION

- A. Barricade open excavations.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- C. Provide safe conditions for workers and passers-by.

PART 2 PRODUCTS

2.1 IMPORTED PIPE EMBEDMENT

- A. Use crushed stone or gravel that is free of shale, clay, friable material, and debris. Grade in accordance with ASTM C136, within the following limits:

Sieve Size	Percent Passing
1 in	100
3/4 in	90 to 100
3/8 in	20 to 55
No. 4	0 to 10
No. 8	0 to 5

2.2 IMPORTED STRUCTURAL FILL

- A. Use imported soil (if required) that has angular fragments and a low expansion index (less than 30 per ASTM D 4829). Use imported fill that complies with the requirements of Caltrans Class 2 Aggregate Sub-base:

Sieve Size	Percent Passing (Contract Compliance)
3 in (75mm)	100
1½ in (63mm)	87 to 100
No. 4 (4.75mm)	45 to 100
No. 200 (.075mm)	0 to 34

PART 3 EXECUTION

3.1 PREPARATION

- A. Notify Underground Service Alert (800) 227-2600 in Northern California prior to excavation. Comply with their notice requirements.
- B. Identify required lines, levels, contours, and datum locations.
- C. Protect plant life, lawns, rock outcropping, and other features remaining as final landscaping.
- D. Protect benchmarks, existing structures, fences, and paving from excavating equipment and vehicular traffic.
- E. Maintain and protect utilities and structures to remain.

3.2 EXCAVATION

- A. Use open cut method on all excavation unless otherwise shown on the drawings, required

by permit, or approved in writing by the Engineer.

- B. Stockpile excavated material on site. Any material not utilized for construction purposes may be spread onsite or removed from the site as designated by the Engineer.

3.3 CLASSIFICATION OF EXCAVATION

- A. All excavation with equipment commonly used in the industry is classified as common excavation (except for drilling and blasting).

3.4 TRENCH EXCAVATION

- A. Cut trenches sufficiently wide to enable installation and inspection. Remove water or materials that interfere with work. When groundwater is encountered the Contractor must submit a dewatering plan to the Engineer for approval.
- B. Maintain trench sides as vertical as possible--between 12 inches and 24 inches wider than the outside diameter of the pipe barrel--below pipe level.
- C. Excavate trench width above the pipe as wide as necessary for shoring, sheeting, and installation.
- D. Center trench excavation on pipe alignment for a minimum clearance of 6 inches on each side of the pipe.
- E. Hand trim for bell and spigot pipe joints. Remove loose matter.
- F. Restore over-excavated areas. If the trench bottom is over-excavated below the intended grade, fill over-excavation with imported pipe embedment and compact to density equivalent to the in situ material.
- G. Remove lumped subsoil, boulders, and rock up to $\frac{1}{2}$ yd³ (measured by volume).
- H. Excavate for additional trench depth when soil prevents adequate pipe support. Refill addition with imported pipe embedment. Remove large rock, boulders, and large stones to provide 3 inches of soil cushion on all sides of the pipe and pipe accessories.
- I. Length of trench that may be left open at any one time is 100 yards. Do not leave trench open over night.
- J. Stockpile excavated material in designated area on site, and remove excess material from site.

3.5 STRUCTURE EXCAVATION

- A. Excavate for structures down to the levels indicated on the drawings or as directed by the Engineer. Excavate as large as necessary to accommodate the work forms. When necessary over-excavate to remove unsuitable soil and replace with engineered fill. Comply with all safety regulations.
- B. Excavate a sufficient distance from walls and footings to provide forming except where concrete for walls or footings is directly against excavated surfaces.
- C. Do not excavate below depths indicated in the drawings. Restore over-excavated areas to proper elevation by filling with imported structural fill. Do not interfere with 45 degree bearing splay of foundations.
- D. Hand-trim the bottom of the excavation to prevent disturbing the soil below the required depth.

3.6 BACKFILLING

- A. Use care to prevent disturbance or damage to utilities or structures in trench.

- B. Maintain optimum moisture content to attain required compaction density.
- C. Remove surplus fill materials from site.
- D. Leave fill material stockpile areas free of excess fill materials.

3.7 TRENCH BACKFILLING

- A. Use excavated soil as embedment unless Engineer determines it unsuitable. Unsuitable material is defined as incapable of being compacted to specified density with optimum moisture content, solid or loose rock, lump material larger than 1 inch, organic matter, or debris.
- B. Use excavated soil as final backfill unless the Engineer determines it unsuitable. Unsuitable final backfill material is solid or loose rock larger than 6 inches or lumps larger than 3 inches. Do not use organic matter or debris.
- C. Backfill pipe embedment material in uniform layers on all sides of the pipe in lifts not to exceed 6 inches.
- D. Use the following methods when placing final backfill material unless otherwise required by permits or authority.

<u>Compact</u>	<u>Not to Exceed (In loose measure)</u>
Roadways	6 inches thick
Rights-of-way and outside roadway	12 inches thick
Unimproved surfaces	24 inches thick

3.8 STRUCTURE BACKFILLING

- A. Place structure fill material in uniform layers on all sides of the structure 6 inches thick.
- B. Do not fill structure material until the structure footing or other portions of the structure have been inspected.
- C. Use excavated soil as final backfill material unless Engineer determines it unsuitable. Unsuitable final backfill material is solid or loose rock larger than 6 inches or lumps larger than 3 inches. Do not use organic matter or debris.

3.9 COMPACTION

- A. Compact final backfill to the percentage of maximum density determined by Cal 216 and as provided in “Percent of Maximum Density” table below, unless otherwise specified by the Owner.

Percent of Maximum Density				
Location	Bedding	Haunching	Initial Backfill	Final Backfill
Roadways, Improved Surfaces	95	95	95	95
Roadway Rights-of-Way Outside of Roadway Prism	90	90	90	90
Unimproved Surfaces, Fields, Etc.	90	90	80	80
Backfill Around Structures	95	95	95	95

3.10 FIELD QUALITY CONTROL

- A. The Owner, at its discretion, may acquire the services of a certified soils testing laboratory to perform baseline Modified Proctor density tests in accordance with Cal 216 or latest revision:
 - 1. Tests may be performed at locations approved by the Engineer.
 - 2. Test results from tests prior to construction will be made available to the contractor.
 - 3. Testing is at the Owner's expense.
- B. Compaction testing will be determined at the Engineer's discretion.
- C. If work does not meet specified requirements, remove, replace, and retest. All re-testing is at the contractor's expense. Compaction tests shall be used as the basis for determination of acceptability of work performed under this contract.

3.11 PROTECTION OF FINISHED WORK

- A. If vehicular traffic has altered finished work, reshape and re-compact.

END OF SECTION 312300

DIVISION 33

UTILITIES

SECTION 330523

HORIZONTAL DIRECTIONAL DRILLING (“HDD”)

PART 1: **GENERAL**

1.01 SUMMARY

- A. These specifications apply to horizontal directional drilling (HDD) of High Density Polyethylene Pipe (HDPE) for a installation of conduit for broadband cable as shown on the project plans.
- B. The HDD method is a multi-stage process that involves site preparation and restoration; equipment set-up; drilling a pilot hole as shown on an approved pilot bore plan, then enlarging the pilot hole to not larger than 1.5 times the outer diameter of the pullback pipe or pipe joint/coupling; and then pulling the product back through the drilled space.
- C. These specifications are intended to technically describe the nature of the materials, equipment and workmanship required for installing the water main by HDD methods.
- D. This specification is intended to cover all work necessary for the installation of the pipe as shown on the drawings and as specified herein by HDD methods.
- E. The Contractor is responsible for all the work, whether self-performed or performed by a sub-contractor. References herein to an HDD Contractor apply to the contractor performing the HDD work.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Unless indicated otherwise, HDD shall be paid incidental to and shall be included with the unit prices for the pipe installed.
- B. When a specific pay item for HDD is indicated in the Contractor’s bid, HDD will be measured, in place, by length, in linear feet.
- C. All vaults and handholds shall be paid for per unit as shown in the Bid Schedule
- D. Tracer wire and cable installation shall be paid for per linear foot as shown in the Bid Schedule
- E. Surface Restoration shall be paid for by the square foot as shown in the Bid Schedule

1.02 OWNER SUPPLIED MATERIALS

- A. The following materials shall be supplied to the Contractor by the Owner:
 - Conduit, 2” and 1.25”
 - Vaults and Handholds
 - All Fiber Optic Cable

1.03 REFERENCES

- A. Abbreviations and Acronyms
 1. HDD – Horizontal Directional Drilling
 2. HDPE – High Density Polyethylene

1.04 QUALIFICATIONS

- A. HDD Contractors shall have actively engaged in the installation of pipe using HDD methods for a minimum of five years, during which time the Contractor has completed at least 80,000 feet of HDD installations.
- B. Field supervisory personnel: Experienced in the performance of the work and tasks as stated herein for a minimum of five (5) years.

1.05 SUBMITTALS

- A. The Contractor shall submit the following additional items, specified herein, for approval in accordance with DOCUMENT 01330 – SUBMITTAL PROCEDURES.
 1. **Detailed Work Plan** - This plan shall be submitted within fifteen (15) days after the issuance of the Notice to Proceed and shall detail all proposed methods and sequences of operations including, but

not limited to:

- i. Excavation, use, and backfilling of all access and exit pits.
 - ii. Pilot tunnel boring.
 - iii. Removal and disposal of spoils and drilling fluid including all costs associated with use of vacuum excavation equipment.
 - iv. Traffic control including efforts to maintain access to roads and driveways during all HDD operations.
 - v. All costs and activities associated with “potholing” to expose existing utility lines.
2. All labor, equipment, and materials required to complete the work not previously called out above.
- B. The Contractor shall submit documentation showing a minimum five (5) years of HDD experience with at least 80,000 feet of guided boring installation projects similar in the scope and value to the project specified in the contract documents.

- C. The Contractor shall submit documentation showing supervisory field personnel and historical information of HDD experience.
 - 1. At least one (1) of the field supervisors listed must be at site when HDD operations are in progress.
- D. Information must include, but not be limited to the following:
 - 1. Date and duration of work.
 - 2. Location.
 - 3. Pipe information (i.e., length, diameter, depth of installation, pipe material, etc.).
 - 4. Project Owner information (i.e., name, address, telephone number, contact person, etc.).
 - 5. Contents conveyed by the pipeline (i.e., water, wastewater, conduit, gas, etc.).
- E. The Contractor shall submit a list of field supervisory personnel and their experience with HDD operations. At least one of the field supervisors listed must be at the site and be always responsible for all work when HDD operations are in progress. HDD operations will be postponed until the resume(s) of the Contractor's field supervisory personal have been received.
- F. Submit the following information in accordance with DOCUMENT 01330.
Working drawings, written procedures, and information that demonstrates in detail the proposed method of entire operation. This submittal shall include, but not be limited to the following:
 - 1. Size, capacity, and setup requirements of all equipment (including drill rig thrust/pullback and rotary torque capacity as well as the mud pump motor size).
 - 2. HDD guidance system type and information including the accuracy, range, and repeatability values for inclination, roll, and azimuth of the system.
 - 3. Type of cutting tool head.
 - 4. Method of monitoring and controlling line and grade.
 - 5. Arrangement of equipment.
 - 6. Locations and sizes of drilling and receiving pits.
 - 7. Location of product pipe joining areas and staging areas.
 - 8. Method of dewatering.
 - 9. Method of removing spoils.
 - 10. Carrier pipe type and size.
 - 11. Method of joining carrier pipe.
 - 12. Method of installing tracer/detection wire.
 - 13. Type, location, and method of installing locator station.
 - 14. Method of pipe fusion pipe segment and type of equipment.
 - 15. Method of abandonment of pilot holes.
 - 16. Detection of surface movement.
 - 17. Carrier pipe end seals.
 - 18. Bentonite drilling fluid product information including the following:
 - i. Product information.
 - ii. Material specifications.
 - iii. Handling procedures.
 - iv. Special precautions required.
 - v. Method of mixing and installation.
 - vi. Identification of polymer enhancement material or special additives (if applicable).
 - vii. Method of measuring and maintaining water and bentonite quality during bore progress.
 - viii. MSDS sheets.
- G. Information regarding the clean water source for mixing of drilling fluid.
- H. As-built survey
 - 1. At the completion of pilot hole drilling described herein, Contractor shall provide a tabulation of coordinates referenced to the drilled entry point, which accurately described the location of the pilot hole.

2. Logs of pullback pressures for each setup upon completion of the installation of each length of pipe.
- I. All drawings, catalog cuts and other descriptive data covering related items in the same system shall be submitted at the same time in order that their complete integrated applicability in the entire system may be adequately reviewed.
- J. If, during construction, the Contractor determines that modifications to the method and equipment as stated in the original submittal are necessary, the Contractor shall submit a plan describing such modifications, including the reasons for the modifications, to the Rancheria for review prior to making the modification.

1.06 QUALITY ASSURANCE

- A. Experience: Actively engaged in HDD for a minimum of five (5) years.
- B. Field supervisory personnel: Experienced in the performance of the work and tasks as stated herein for a minimum of five (5) years.

1.07 EXISTING CONDITIONS

- A. HDD operations shall not interfere with, interrupt, or endanger the ground surface or the activities or items upon the surface.
- B. HDD operations shall be confined to the area of work as shown on the project drawings.
- C. The HDD Contractor shall comply with all applicable ordinances, codes, statutes, rules, and regulations of the State of California, applicable County building codes, and applicable regulations of Federal Government, OSHA 29 CFR 1926, and applicable criteria of ANSI A10.16-2009 (R2016), "Safety Requirements for Tunnels, Shafts, and Caissons".
- D. When rock stratum, boulders, underground obstructions, or other soil conditions that impede the progress of drilling operations are encountered, the Contractor will review the situation with the Tribe's Project Engineer. The Contractor shall determine the feasibility of continuing drilling operations and review this with the Engineer should adjustments or switching to an alternative construction method determined to be necessary.
- E. Contractor acknowledges and understands that the HDD will be conducted within an existing utility easement. Contractor shall conduct all document and records research needed to ensure no existing utilities will be damaged by the Contractor's work and to ensure the safety of the Contractor's workers.

PART 2: PRODUCTS

2.01 PIPING MATERIALS

- A. Pipe
 1. HDPE: See DOCUMENT 15060 – HIGH DENSITY POLYETHYLENE PIPING, FITTINGS, AND ADAPTORS.
 2. Material shall be High-Density Polyethylene, SDR13.5 conduit.

2.02 DRILLING FLUID

- A. No drilling fluid shall be used that does not comply with environmental regulations.
- B. Drilling fluids shall be a mixture of clean water and bentonite clay. The fluid shall be inert. The fluid should remain in the tunnel to ensure the stability of the tunnel, reduce drag on the pulled pipe, and provide backfill within the annulus of the pipe and tunnel.
- C. Disposal of excess drilling fluid and spoils shall be the responsibility of the Contractor and shall be conducted in compliance with all relevant regulations, right-of-way, workspace requirements, and permit agreements. Excess drilling fluid and spoils shall be disposed of at an approved location and shall be performed at no additional cost to the Tribe. The Contractor is responsible for transporting all excess drilling fluid and spoils to the disposal site and for paying any disposal costs. Excess drilling fluid and spoils shall be transported in a manner that prevents accidental spillage onto roadways. Excess drilling fluid and spoils shall not be discharged into sanitary, storm drain systems, or waterways.
- D. Drilling fluid returns caused by fracturing, formations, or any other means at locations other than the entry and exit points shall be minimized. The Contractor shall immediately clean up and dispose of any drilling fluid and spoils from return areas.
- E. The Contractor shall provide mobile spoils removal equipment capable of quickly removing spoils from entry and exit pits and from return areas. This equipment must be present during all HDD operations to fulfill the disposal requirements previously described.

2.03 DRILLING WATER

- A. The Contractor shall provide clean water for the mixing of drill fluid.
- B. The Contractor is responsible for locating a clean water source, and for transportation and storage of water.
- C. The Contractor shall secure appropriate permissions from the entity having jurisdiction over the clean water source.

2.04 DETECTION WIRE

- A. TW, THW, or HMWPE insulated coper, 10 gage or thicker wire.

PART 3: EXECUTION

3.01 PREPARATIONS

- A. Excavate access and exit pits as necessary to horizontally directional drill the proposed pipe alignment as shown on the project drawings.
- B. The drilling procedures and equipment shall provide protection of workers particularly against electrical shock. As a minimum, grounding mats, grounded equipment, hot boots, hot gloves, safety glasses and hard hats shall be used by crewmembers.
- C. The drilling equipment shall be equipped with an operational alarm system capable of detecting electrical current.
- D. The Contractor is responsible for protecting all existing utilities as specified in DOCUMENT 02760 – UTILITIES AND OTHER OBSTRUCTIONS. The Contractor shall contact USA-North (Underground Service Alert of Northern California and Nevada) by either calling 811 or visit website (<https://www.usanorth811.org>) prior to excavation at least two (2) working days' notice not including the day of notification, whichever is later, has passed and all notified utility members have positively responded to your request. Existing utilities within the path of the proposed horizontal directional bore shall be "potholed" to determine depth.

3.02 OPERATION

- A. General.
 - 1. Determine drilling length and equipment pull strength for type of soil encountered.
 - 2. Provide method to control line and grade.
 - i. Provide and maintain instrumentation that accurately locates pilot hole.
 - ii. Drill pilot hole along path following the Contract Drawings to these tolerances:
 - a. Vertical alignment plus or minus 0.5 foot. Vertical path of the pilot hole must not establish new high points not shown on Contract Drawings.

- b. Horizontal alignment plus or minus 1.0 foot.
 - iii. Include electronic monitoring of the horizontal and vertical drilling head location. Obtain an accuracy range within one (1) inch of actual position of the pipeline. Record position readings at a maximum of ten (10) foot intervals.
 - iv. At completion of pilot hole drilling, furnish the Engineer tabulations of horizontal and vertical alignments.
 - 3. When water is encountered.
 - i. Provide and maintain a dewatering system of sufficient capacity to remove water.
 - ii. Keep excavation free of water until backfill operation is in progress.
 - iii. Perform dewatering in such a manner that removal of soil particles is held to a minimum.
 - iv. Dewater into a sediment trap or other containment as necessary.
 - 4. Maintain close observation to detect settlement or displacement of surface and adjacent facilities.
 - i. Notify Engineer immediately if settlement or displacement is detected.
 - ii. Act to maintain safe conditions and prevent damage.
- B. Drilling Operation.
 - 1. Drilling Fluids.
 - i. Maintain drilling fluid in bore hole to increase stability of the surrounding soil and reduce drag on pulled pipe.
 - ii. Dispose of drilling fluid and other spoils at location following laws, ordinances, rules, and regulations of local jurisdiction.
 - iii. Transport excess fluids and other spoils to the disposal site, at no additional cost to the Tribe.
 - iv. Minimize drilling fluid at locations other than entry and exit points. Immediately clean up any drilling fluids that inadvertently surface.
 - v. Provide clean water for drilling, at no cost to the Tribe.

3.03 EQUIPMENT

- A. The drilling equipment must be capable of placing the pipe within the planned line and grade without inverse slopes.
- B. The drilling equipment must meet the minimum thrust/pullback rating, minimum rotary torque rating, and the minimum mud flow pumping capacity to facilitate installation of the product pipe per the contract drawings.
- C. The guidance system must have the capability of measuring inclination, roll, and azimuth. The guidance system must have an independent means to ensure the accuracy of the installation. The Contractor will demonstrate a viable method to eliminate accumulated error due to inclinometer (pitch or accelerometer). The guidance system shall be capable of generating a plot of the borehole survey for the purpose of an as-built drawing.
- D. The proposed equipment set up requirements, including but not limited to proposed access and exit pit locations, are at the sole determination of the Contractor. Such information shall be submitted along with all other required information per the specifications.
- E. The guidance system must be capable of tracking in any soil condition, including hard rock. It must enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction), and inclination (vertical direction). The system must be capable to be remotely steered and permit electronic monitoring of tunnel depth and location.
- F. The guidance system must be accurate and calibrated to the manufacturer's specifications of the vertical depth. The system must be accurate to within 2% vertically and one (1) foot horizontally.

3.04 PILOT HOLE BORING

- A. The entry angle and the pilot hole and the boring process shall maintain a curvature that does not exceed the allowable bending radius of the product pipe.
- B. The pilot hole shall be drilled along the path shown on the plan and profile drawings to the following tolerances:
 - 1. Elevations: Plus, or minus six (6) inches.
 - 2. Alignment: Plus, or minus six (6) inches.

3. Curve Radius: No curves will be accepted with a radius less than that shown on the plan and Profile drawings.
- C. Alignment Adjustments and Restarts
 1. The Contractor shall follow the pipeline alignment as shown on the Contract Drawings within the tolerances specified herein.
 2. If adjustments are required, the Contractor shall notify the Engineer and the Tribe for approval prior to making the adjustments.
 3. The Contractor shall notify the Engineer when forward motion of operation is stopped by an obstruction.
 - i. Abandon in-place with drilling fluid unless Engineer directs otherwise.
 - ii. Upon Engineer's approval, attempt a second installation at approved location or excavate at the point of difficulty and install the HDPE pipe by trench method as specified in DOCUMENT 02300 – EARTHWORK.
 - iii. Withdrawals, abandonments, and restarts are at no additional cost to the Tribe when HDD is provided as an option of installation of pipe.
 - iv. Exercise caution including, but not limited to, locating utilities following DOCUMENT 02760 – UTILITIES AND OTHER OBSTRUCTIONS, drilling downholes (test pits) to observe drill stems or reamer assembly to clear other existing utilities at locations following the Contract Drawings.
 4. The number of access pits shall be kept to a minimum. The equipment must be capable of boring and installing the proposed diameter product pipe in a continuous run of a minimum distance of 600 feet without intermediate pits.

3.05 INSTALLING PRODUCT PIPE

- A. Installing HDPE Pipe.
 1. Provide a swivel to reaming assembly and pull section of pipe to minimize torsional stress on pull section after drilling pilot hole.
 2. Hold reaming diameter to 1.5 times the outside diameter of HDPE pipe being installed.
 3. Protect pull section as it proceeds during pull back so that it moves freely and is not damaged.
 4. Pull detection wire along with HDPE pipe. Extend wire into locator station at each of HDPE pipe.
 5. When connecting to adjacent pulled or non-pulled section of HDPE pipe, allow pull section of pipe to extend past termination point. Make tie-ins the next day after pullback of HDPE pipe.
 6. Test pit pipe installation to verify horizontal and vertical alignment at Engineer's direction.
 - i. One test pit for every five hundred (500) feet along length of pipeline.
 - ii. Engineer may order additional test pit for each test pit that reveals pipeline installation is not in compliance with the Contract Documents at no additional cost to the Tribe.
 7. Replace portions of the pipeline not in compliance with the Contract Documents at Engineer's direction and at no additional cost to the Tribe.
- B. After the pilot hole is completed, the Contractor shall install a swivel to the reamer and commence pullback operations. Should pre-reaming of the tunnel be necessary, it shall be performed at the option of the Contractor and at no additional cost to the Tribe.
- C. The reaming diameter shall not exceed 1.5 times the diameter of the product pipe being installed.
- D. The product pipe being pulled into the tunnel shall be protected and supported so that it moves freely and is not damaged by stones and debris on the ground during installation.
- E. Pullback forces shall not exceed the allowable pulling forces for the product pipe.
- F. The Contractor shall allow sufficient length of product pipe to extend past the termination point to allow connections to adjacent pipe sections or gate valves.
- G. Pulled pipes will be allowed twenty-four (24) hours of stabilization prior to making tie-ins.

3.06 INSPECTION

- A. The Contractor shall always provide and maintain instrumentation which will accurately perform the following functions:

SECTION 330524

Overhead Fiber Optic Cable Installation

PART 1: **GENERAL**

1.01 SUMMARY

- A. These specifications apply to installation of overhead fiber optic cables as shown on the project plans.
- B. This specification is intended to cover all work necessary for the installation of the pipe as shown on the drawings and as specified herein.
- C. The Contractor is responsible for all the work, whether self-performed or performed by a sub-contractor.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Unless indicated otherwise, Overhead Fiber Optic Cable shall be paid incidental to and shall be included with the unit prices for the cable installed.
- B. When a specific pay item for Overhead Fiber Optic Cable is indicated in the Contractor's bid, Overhead Fiber Optic Cable will be measured, in place, by length, in linear feet.
- C. Installation shall include all materials and labor for any connection to the existing poles or existing services.
- D. Installation shall be per the "Make Ready" engineering performed for each pole.
- E. Installation shall conform to requirements by the ownership interest of each pole (PG&E, Frontier, AT&T, Verizon, etc.). Contractors shall be pre-approved by each utility pole owner.

1.02 OWNER SUPPLIED MATERIALS

- A. The following materials shall be supplied to the Contractor by the Owner:
 - All Fiber Optic Cable

1.04 QUALIFICATIONS

- A. Contractors shall have actively engaged in the installation of Overhead Fiber Optic Cable for a minimum of five years, during which time the Contractor has completed at least 80,000 feet of Overhead Fiber Optic Cable installations.
- B. Field supervisory personnel: Experienced in the performance of the work and tasks as stated herein for a minimum of five (5) years.

1.05 SUBMITTALS

- A. The Contractor shall submit the following additional items, specified herein, for approval in accordance with DOCUMENT 01330 – SUBMITTAL PROCEDURES.
 1. **Detailed Work Plan** - This plan shall be submitted within fifteen (15) days after the issuance of the Notice to Proceed and shall detail all proposed methods and sequences of operations including, but not limited to:
 - i. Scheduling
 - ii Installation Methods.
 - iii. Removal and disposal of excess materials
 - iv. Traffic control
 - v. All costs and activities associated with installation.
 2. All labor, equipment, and materials required to complete the work not previously called out above.
- B. The Contractor shall submit documentation showing a minimum five (5) years of Overhead Fiber Optic Cable experience with at least 80,000 feet of guided boring installation projects similar in the scope and

value to the project specified in the contract documents.

- C. The Contractor shall submit documentation showing supervisory field personnel and historical information of Overhead Fiber Optic Cable experience.
 - 1. At least one (1) of the field supervisors listed must be at site when Overhead Fiber Optic Cable operations are in progress.
- D. Information must include, but not be limited to the following:
 - 1. Date and duration of work.
 - 2. Location.
 - 3. Cable information (i.e., length, type, etc.).
 - 4. Project Owner information (i.e., name, address, telephone number, contact person, etc.).
- E. The Contractor shall submit a list of field supervisory personnel and their experience with Overhead Fiber Optic Cable operations. At least one of the field supervisors listed must be at the site and be always responsible for all work when Overhead Fiber Optic Cable operations are in progress. Overhead Fiber Optic Cable operations will be postponed until the resume(s) of the Contractor's field supervisory personal have been received.

1.06 QUALITY ASSURANCE

- A. Experience: Actively engaged in Overhead Fiber Optic Cable for a minimum of five (5) years.
- B. Field supervisory personnel: Experienced in the performance of the work and tasks as stated herein for a minimum of five (5) years.

-END OF DOCUMENT-

1. Locate the pilot hole.
 2. Record coordinated referenced to the drilled entry point.
 3. Measure drilling fluid flow discharge rate and pressure.
 4. Measure pullback pressure.
- B. The Engineer, and the Tribe will always have access to these instruments and readings.

3.07 OBSTRUCTIONS

- A. The Owner and Engineer must be notified immediately if any obstruction is encountered that stops the forward progress of the HDD operation. The Contractor must review the situation with the Engineer and Tribe and determine the feasibility of continuing drilling operations or switching to an alternative construction method.
- B. Dewatering of pits and excavations must meet the general provisions and specifications as set forth by the Tribe and the type of dewatering method used by the Contractor must be approved by the Tribe, prior to commencing with dewatering activities.

3.08 FIELD QUALITY ASSURANCE

Perform field testing and disinfection of HDPE pipe per DOCUMENT 02660

-END OF DOCUMENT-

ATTACHMENTS