

**YUROK TRIBE PLANNING
AND COMMUNITY DEVELOPMENT**



PROJECT MANUAL

**REQUEST FOR BIDS
CONSTRUCTION
OF THE
RETAINER WALLS
ALONG HIGHWAY 169**

**For:
Yurok Tribe
Humboldt County, California**

**Funded by the USDA/RUS
May 25th, 2016**

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DOCUMENT 010 REQUEST FOR BIDS**YUROK TRIBE PLANNING AND COMMUNITY DEVELOPMENT****WELE II- RETAINER WALLS ALONG HIGHWAY 169****I. INTRODUCTION**

The Yurok Tribe Planning and Community Development Department is circulating this Request for Bids to solicit **Construction BIDS** for the **RETAINER WALLS ALONG HIGHWAY 169**. Bidder must have a current California Contractors License appropriate for the nature of work to be performed. Bidders (Licensed and Bonded in accordance with current California State Contractor's Law) shall have a Class A License. Any Contractor claiming Indian Preference shall complete and submit, with the bid, the form entitled "Statement of Qualifications, Alaska Native or Indian Owned Enterprise" (included in the bidding package).

Contract Documents for bidding this project can be obtained at the Yurok Tribes Main Office/Planning Department, 190 Klamath Blvd, Klamath, CA. 95548 or our Web Site- (<http://www.yuroktribe.org/departments/planning/RequestforProposal.htm>)

Plans and specifications are also available for review at the Humboldt Builders Exchange, North Coast Builders Exchange, Shasta Builder Exchange and the Medford Builders Exchange.

Davis Bacon Wage Rates shall apply. The Contractor can locate the current version of the Department of Labor's WH-347 form and instructions for its completion at the following web address: <http://www.dol.gov/whd/forms/wh347instr.htm>

The Four Retainer Walls for Electrical Equipment will be located on the Yurok Indian Reservation at the Community of Wautec, also known as Johnson's Ferry. The Retainer Walls for Electrical System Improvements must be completed in a manner compliant with PG&E, Caltrans and all applicable Federal laws, Tribal laws and Humboldt County building codes.

The bids for this work that are under \$100,000 will **not** be required to provide bid security or Performance and Payment bonds. If the Bid is over \$100,000, then a Bid Bond, Performance Bond, and Payment Bond will be required.

Contract time is specified in the Bid form.

II. PROJECT PROFILE

The Yurok Tribe has been awarded funding from the United States Department Of Agriculture/Rural Utility Service. The funding will be used by the Yurok Tribe to extend the power line 6.8 miles of mostly overhead poles, 6,600 ft. of underground, 200 ft. of bridge attachments down Highway 169 on the eastern Yurok Indian Reservation in Humboldt County. A **mandatory** walk through for the Retainer Walls will be held onsite on Wednesday, June 8th 2016, starting at 10:00 AM at the Yurok Tribes Weitchpec Office and then continue to the site.

III. AREA PROFILE

The site location for the contract is located in northeastern Humboldt County, on the Yurok Indian Reservation community of Wautec (Johnson's Ferry) on Highway 169, 21 miles east of Weitchpec on Highway 96. Weitchpec is 10 miles north of Hoopa, CA. The community is remote, grid electricity and cellular reception are not available, and hotels are not located nearby. Highway 169 is narrow, winding, and one lane width in some places. Potable water is available from the Wautec CWS, and non-potable water is available from Jack Norton School. The area has the potential for cultural resources to be unearthed, and will require a cultural monitor onsite.

IV. SCOPE OF WORK

It is the intent of the Yurok Tribe to hire a licensed contractor, in good standing, who possesses a valid California General Contractor's License (Class A) to manage and construct the project.

i. Standard and Guidelines

- a. California Building Code (CBC), latest edition
- b. Humboldt County Building Codes, latest edition
- c. National Electric Code, latest edition
- d. National Plumbing Code (NPXC), latest edition
- e. State of California Energy Codes, latest edition
- f. Federal Americans with Disabilities Act of 1990, Accessibility Guidelines for Building and Facilities (ADA) with multi-use functions.
- g. National Fire Code (NFC), latest edition
- h. Uniform Mechanical Code (UMC), latest edition
- i. Other applicable building codes and regulations
- j. Yurok Tribe Tribal Employment Rights Ordinance (TERO).

ii. Construction Phase

- a. The Contractor shall obtain a TERO permit and a Yurok Tribe Environmental Program water quality control permit.
- b. The Contractor will be responsible for complying with the Caltrans encroachment permit obtained by the Yurok Tribe, and the Yurok Tribe Cultural Resources Management Permit and onsite monitoring requirements.
- c. The Contractor will be responsible for setting a Preconstruction Meeting with the Yurok Tribe, the Engineer, and any Sub-Contractor as the Contractor deems necessary. At the preconstruction meeting, the Contractor will be responsible for presenting all construction time tables, schedules and approval processes. The meeting must also cover the project's method of communication, conflict resolution and discussion of the projects major obstacles or potential problems. All consultants, contractors and subcontractors shall be apprised of the Tribes TERO Ordinance and the TERO permitting process.
- d. The Contractor shall be responsible for preparation of a construction schedule and payment schedule for the entire project from start to finish.
- e. The Contractor shall schedule at least one monthly meeting with the Yurok Tribe's authorized representatives and any subcontractors or vendors necessary to complete the project in a timely manner. Additional informal meetings may be called if necessary to gather input and resolve issues that may arise during construction of the work.
- f. The Contractor shall be responsible for the submission of Submittals for all materials used in the project.

- g. The Contractor shall be responsible for preparing the meeting minutes for the monthly meetings.
- h. Approved change orders must be submitted with monthly Request for Payments.
- i. No work will be performed at the Sregon Ceremonial area from July 9th through July 11th.

iii. BID REQUIRMENTS

- a. The bid shall include the name of the firm submitting the bid, its mailing address/telephone number, Contractor license number and type, and the name of the individual to contact if further information is desired.
- b. The prospective contractor shall designate, by name, the project manager to be employed. The selected contractor shall not cause the substitution of the project manager without prior approval by the Yurok Tribe Planning and Community Development Department.
- c. The prospective contractor shall provide names, addresses, and telephone numbers for at least three clients for whom the prospective contractor has performed work similar to that proposed in this request. A brief abstract shall be provided for the reference projects.
- d. Provide a listing of all Native American projects and all similar construction projects within the past 2 years, including a list of references (with phone numbers and addresses) for each project.
- e. Provide a plan for maximum utilization of American Indian Workers. Include a Narrative of TERO compliance experience on previous projects.
- f. If subcontractors are to be used, the prospective contractor must submit a description of each person or company, and the work to be done by each subcontractor.
- g. The prospective contractor shall describe the qualifications of all subcontractors to be used on the project.
- h. The prospective contractor shall prepare a detailed budget (see Bid Schedule) for the work to be performed. The budget shall use line items to distinguish cost.
- i. The prospective contractor shall disclose any and all relationships with clients, entities, agencies, or individuals bearing interests within the scope of the project, or who may benefit in any manner from the products of the project.
- j. The bid shall be transmitted with a cover letter that must be signed by an official authorized to bind the bidder contractually and shall contain a statement to the effect that the bid is a firm offer for a 60-day period. The letter accompanying the technical bid shall also provide the following: name, title, address, and telephone number of submitter.

V. BID REVIEW

Each bid will be reviewed to determine if it meets the bid packet requirements. Failure to meet the requirements for the Request for Bids may be cause for rejection of the bid.

The Yurok Tribe Planning Department may reject any bid if it is conditional, incomplete, or contains irregularities. The Yurok Tribe may waive an immaterial deviation in a bid. Waiver of an immaterial deviation shall in no way modify the Request for Bids documents or excuse the bidder from full compliance with the contract requirements if the bidder is awarded the contract.

VI. INDIAN PREFERENCE

Indian preference in Contract Award and equal employment opportunities shall apply. All BIDDERS requesting Indian preference shall submit their request for Indian preference along with their bid. Qualified, responsible and responsive Indian bidders, who submit bids that are within 5% of the lowest

bid, shall be given the opportunity to lower their bid to below the lowest bid amount and become the lowest bidder.

Bonding & Sovereign Immunity. The successful bidder, in conjunction with the Tribe's Attorney, will develop a statement regarding sovereignty and dispute resolution that is acceptable to the bidder, the bidder's bonding agent and the tribe. If no mutually agreeable statement can be crafted the tribe will return the bidder's bid security and reserves the right to negotiate with the next lowest bidder.

VII. BID EVALUATION CRITERIA

1. The award will be made to the lowest responsive, responsible BIDDER with due consideration for Indian Preference.
2. Bidder's qualification will be evaluated to determine:
 - a. The firm's qualification and reputation in general.
 - b. Valid California Contractor's License in Good Standing
 - c. Qualifications of staff.
 - d. The firm's experience in the type of work that the project requires.
 - e. Related experience of the proposed project manager and project team.
 - f. Past performance on related assignments.
 - g. Information obtained from references.
 - h. Other investigations, as deemed necessary, to determine the ability of the BIDDER to perform the work.
3. Indian Preference for the bidders who submit the required verification with their BID.

IIIX. CONTRACT AWARD

A contract will be negotiated with the lowest responsive, responsible BIDDER with due consideration for Indian Preference. The Yurok Tribe Planning Department will award a contract at the Yurok Tribe office in Klamath, CA.

If a contract cannot be negotiated with the firm submitting the lowest responsive, responsible bid, then staff shall commence negotiation with the firm submitting the second most responsive, responsible BID.

IX. BID SUBMITTALS AND CONDITIONS

Bids will be received by the Yurok Tribe, at the Yurok Tribal Office located at 190 Klamath Blvd., Klamath, CA, until 3:00 P.M. on Thursday, June 23, 2016 and then at said office opened publically immediately after time for receipt of bids. The Owner will make the bids public, and the Owner may provide a summary of the total bid amounts after an Agreement has been executed with an acceptable bidder.

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

- a) Cover Letter – Refer to Section IV (iii)(j) of this document
- b) Bid Form
- c) Contractor's Questionnaire
- d) Non-Collusive Affidavit
- e) Statement of Qualifications for Indian Preference (If Claimed)

Each BID must be submitted in a sealed envelope, addressed to John Safford, Planner IV, Yurok Tribe, P.O. Box 1027, 190 Klamath Blvd., Klamath, CA 95548. Bids must be received by 3:00 P.M. on Thursday, June 23rd, 2016. The sealed envelope containing the BID must be plainly marked on the outside as BID for the RETAINER WALLS ALONG HIGHWAY 196 and the envelope should also bear on the outside the name of the BIDDER, his/her address and license number.

The sealed envelope containing the BID together with the remaining required documents must be enclosed in another envelope addressed to John Safford, Planner IV, Yurok Tribe at 190 Klamath Blvd., Klamath, CA 95548.

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. Telegraphic bids or modifications will not be considered.

UPS and Fed-X doesn't deliver till after 4 P.M daily.

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

Davis Bacon Wage Rates shall apply. The Contractor can locate the current version of the Department of Labor's WH-347 form and instructions for its completion at the following web address: <http://www.dol.gov/whd/forms/wh347instr.htm>

Indian preference in Contract Award and equal employment opportunities shall apply. All BIDDERS requesting Indian Preference shall submit their request for Indian preference to the Yurok TERO Office for approval. A TERO tax of 3% of the total gross amount of the contract shall be applicable in accordance with the TERO provisions of the Yurok Tribe.

Contact Don Barnes, (707) 482-1350, Extension 1388, for questions on the Yurok TERO policy.

LATE SUBMITTALS

Bids received after 3:00 p.m. on Thursday, June 23, 2016 will not be considered.

MODIFICATION OR WITHDRAWALS OF BIDS

Any bid received to the date and time specified above for receipt of bids may be withdrawn or modified by written request of the bidder. To be considered, however the modified bid must be received by the date and time specified above.

PROPERTY RIGHTS

Bids received within the prescribed deadline become the property of the Yurok Tribe Planning Department and all rights to the contents therein become those of the Yurok Tribe Planning Department.

AMENDMENTS TO REQUEST FOR BID

The Yurok Tribe Planning Department reserves the right to amend the Request for Bids by addendum prior to the final date of bid submission.

FUNDING

Funding for this project is provided through the USDA/ Rural Utility Service (RUS)

NON-COMMITMENT OF THE YUROK TRIBE PLANNING DEPARTMENT

This Request for Bid does not commit the Yurok Tribe to award a contract, to pay any costs incurred in the preparation of a bid to this request, or to procure or contract for services or supplies. The Yurok Tribe reserves the right to accept or reject any or all bids received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or its entirety the Request for Bids if it is in the best interest of the Yurok Tribe to do so.

TERO

The Yurok Tribe's Tribal Employment Rights Ordinance (TERO) shall apply. A copy of the TERO Indian Preference Plan has been included in Division 0-Bidding Requirements of the Project Manual. Any questions regarding the TERO ordinance should be forwarded to the Yurok Tribe's TERO officer:

Don Barnes, TERO Officer
Yurok Tribe
P.O. Box 1027
190 Klamath Blvd.
Klamath, CA 95548
Phone # (707) 482-1350

QUESTIONS

Questions regarding this Request for Bid will be received by telephone or in writing. Written questions should include the individual's name, the name of the firm, address, and telephone number.

Questions may be directed to:

John Safford, Yurok Tribe Planner IV
Yurok Tribe Planning Department
PO Box 1027
190 Klamath Boulevard
Klamath, CA 95548
Phone # (707) 482-1350 Extension 1407

DOCUMENT 040 BID FORM

Bid of _____

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work or phases for the completion of the Retainer Walls along Highway 169 in strict accordance with the Contract Documents and Plans, 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 hereto 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.

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 within sixty (30) consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 34, Liquidated Damages, of the General Conditions.

1. BID ALTERNATIVES

Bid Alternate A is described in attachment number 3 to the general conditions (document 070)

Item A: Tribal design pattern included in each wall \$ _____ (add/deduct)

Item B: _____ \$ _____ (add/deduct)

2. BIDDER acknowledges of receipt of the following ADDENDUM(s):

NUMBER	DATE
--------	------

#1: _____

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 #1

PROJECT DESCRIPTION

This is a construction contract for completion of the specified work in the contract documents. The Owner reserves the right to award all, or a portion of the work, depending upon project funds available.

Section Number	Section Description	Item Description	Section Total
1.	#1	Retainer Wall	\$
2.	#2	Retainer Wall	\$
3.	#3	Retainer Wall	\$
4.	#4	Retainer Wall	\$
5.	Mobilization Demobilize		\$
6.	Other	(describe)	\$
7.	Monitoring	Hire Cultural Monitoring during all excavations, \$ 25.00 hour- 4 hour daily minimum charge.	\$
8.	Flaggers	Hire TERO Approved Flaggers per Caltrans Rules and Regulations	\$
9.	Bonding	Bonding	\$
10.	P&O	Profit and Overhead	\$
		SUBTOTAL	\$
11	TERO	Permit – 3%	\$
		TOTAL BID	\$

Respectfully Submitted:

Signature

Address

Title

Date

License No.

Expiration Date

DOCUMENT 045: NON-COLLUSIVE 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 not 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: Retainer Walls
Along Highway 169**

_____ Signature

_____ Name and Title

_____ Date

(Signature shall be notarized.)

END OF EXHIBIT

Document 044: **CONTRACTOR QUESTIONNAIRE**

NAME: _____

DUNS NUMBER: _____

D.B.A.: _____

STREET ADDRESS: _____

CITY: _____

TELEPHONE: _____

STATE: _____ LICENSE NO.: _____

TYPE: _____

BANK REFERENCES: _____

LIST THREE MOST RECENT /RELEVANT CONSTRUCTION JOBS BY NAME AND ADDRESS:

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:

HAVE YOU HAD NOW OR IN THE PAST ANY SANCTIONS IN YUROK TRIBAL COURT AND/OR WITH TERO?

No _____; Yes _____. If yes, please explain:

Signature of License Holder

Date _____

Signature of Company Representative
(if different)

Date _____

DOCUMENT 046 Indian ENTERPRISE QUALIFICATION STATEMENT

NOTE: Submit completed questionnaire to the Yurok Tribe Planning Department within the time frame specified. Use additional sheets to complete answer if needed.

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

1. 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 "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 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..."

2. Name of Enterprise or Organization: _____

Address: _____

Telephone No.: _____

3. Check One:

Corporation

Joint Venture

Partnership

Other:

Sole Proprietorship

4. Answer the following:

If a Corporation:

- 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.	NI	<u>Title</u>	Address	% of Stock Ownership
_____		President	_____	
_____		Vice-President	_____	
_____		Secretary or Clerk	_____	
_____		Treasurer	_____	
_____		_____	_____	
_____		_____	_____	
_____		_____	_____	
_____		_____	_____	

d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and <u>Social Security No.</u>	NI	Address	% of Stock Ownership
_____		_____	_____
_____		_____	_____
_____		_____	_____

If a Sole Proprietorship or Partnership:

- 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).

<u>Name and Social Security No.</u>	NI	Address	% of Stock Ownership
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a Joint Venture:

- a. Date of Joint Venture Agreement: _____
 - b. Attach the information for each member of the joint venture prepared in the appropriate format given above.
5. Give the name, address, and telephone number of the principal spokesperson of your organization: _____

6. Has any officer or partner of your organization listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract? _____

If yes, state circumstances:

7. Has this enterprise failed in the last ten years to complete any work awarded to it or to complete the work on time? _____

If so, note when, where and why:

8. Will any officer or partner listed in #4 be engaged in out-side employment?

Yes

No

If yes, complete:

<u>Name title</u>	<u>Hours per Week outside the Enterprise</u>
_____	_____
_____	_____
_____	_____
_____	_____

9. Is the enterprise or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

Yes

No

If Yes, complete:

<u>Name of person/business</u>	<u>Date of Action</u>	<u>Type of Action</u>	<u>Department or Agency</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Yes

No

If Yes, complete:

Name and address of subsidiary, <u>Affiliate or other concern</u>	Description Of Relationship
_____	_____
_____	_____
_____	_____

11. Does this enterprise or any person listed in #4 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 types of compensated assistance.

Yes

No

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

12. Has this enterprise ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

Yes

No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

Yes

No

If the answer is yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or the individuals listed in #4 as a sole proprietor or partner in their capacities with this enterprise or other enterprise?

Yes

No

If yes, furnish details in a separate exhibit.

18. Bank and credit references (including addresses and phone numbers):

19. 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 either a current bonafide employee or who is not a temporary employee but who is regularly employed in a supervisory or other key skilled position when work is available.

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

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.

21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.

22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements.

Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.

- 23. Attach evidence that the enterprise (or an individual in it) is appropriately licensed for the type of work that is to be performed. Include Federal ID Number.
- 24. Attach a brief resume of the education, technical training, business, employment, design and/or construction experience for each officer, partner or sole proprietor listed in #4. Include references.

NOTES:

- I. Omission of any information may be cause for this statement not receiving timely and complete consideration.
- II. The persons signing below certify that all information in this INDIAN ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.
- III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

Name	Date
------	------

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

Name	Date
------	------

Name	Date
------	------

If applicant is a corporation, affix corporate seal

Corporate Seal

By: _____	Date
President's Signature	

Attested by: _____	Date
Corporate Secretary Signature	

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."



CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT IS BETWEEN

Yurok Tribe		[contractor name]
PO Box 1027		[contractor business name]
190 Klamath Boulevard	AND	[contractor address]
Klamath, California 95548		[(xxx) xxx-xxxx]
707-482-1350		

FOR THE YUROK TRIBE

Department:

Contact Person:

Phone Number:

Brief Description of Contract:

Contract Provisions At-a-Glance	
Contract Amount: _____	Contract Time Frame: _____
Department Code: _____	Project Code: _____
Account Code: _____	

Department Review (please submit to departments in order listed):	
Department Director: _____	Date: _____
1) COMPLIANCE: _____	Date: _____
2) LEGAL: _____	Date: _____
3) TERO: _____	Date: _____
4) FISCAL: _____	Date: _____
5) EXECUTIVE: _____	Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, entered into as of the date of last signature ("Effective Date"), is between **YUROK TRIBE** and [*Insert Contractor Name*] ("Contractor") (collectively, "the Parties").

The Parties agree as follows:

1. **Project Covered.** Yurok Tribe hereby engages Contractor to provide _____ ("the Project"). [*Please fill in the blank with a brief description of the services to be provided. Requests for proposals, the proposal for services, the bid documents, or other documents specifying the services to be provided should be attached to the agreement. If appropriate, include the following sentence: Services will be provided as detailed in the Project request for proposals and Contractor's proposal for services, which are attached and incorporated into this Agreement.*]

2. **Taxpayer Identification Number.** Prior to commencing the Project, Contractor shall provide Yurok Tribe with a duly executed IRS Form W-9 and obtain an Employer Identification Number (EIN) from the IRS and an EDD registration number.

3. **No Training or Instructions.** Yurok Tribe enters into this Agreement based on Contractor's demonstrated ability to perform the type of services that it believes, and that Contractor has represented, are needed to accomplish the Project. Consequently, Yurok Tribe does not contemplate providing Contractor with any training or instructions with respect to the Project.

4. **Intent of Independent Contractor Relationship.**

(a) The Parties intend that the relationship created by this Agreement shall be that of service recipient and independent contractor.

(b) For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), income tax withholding requirements, California Personal Income Tax Withholding ("PIT"), California Unemployment taxes ("UI"), California Disability Insurance ("SDI"), and all other federal, state and local laws, rules and regulations, Contractor (and all Contractor's respective employees, if any) shall be treated as an



independent contractor and not as an employee with respect to Yurok Tribe.

5. **No Benefits.** None of the benefits that are provided by the Yurok Tribe to its employees shall be available to Contractor (or Contractor's employees, if any, which for purposes of this paragraph shall be included in the term "Contractor"). Contractor's exclusion from benefit programs maintained by Yurok Tribe is a material term of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non-employee with respect to Yurok Tribe. To the extent that Contractor may become eligible for any benefit programs maintained by Yurok Tribe (regardless of the timing of or reason for eligibility), Contractor hereby waives all rights to participate in these programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's status under the common law test. Contractor agrees that, consistent with his independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

6. **Tax Reporting and Filing.** Contractor acknowledges and agrees that Contractor shall be responsible (as a self-employed individual) for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to all compensation earned by Contractor under this Agreement. Yurok Tribe will not withhold any employment taxes from compensation it pays Contractor. Rather, Yurok Tribe will report the amount it pays Contractor on IRS Forms 1099, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law.

7. **Compensation.** Contractor's compensation for the Project shall not exceed \$_____, payable upon completion of the Project. Contractor shall be solely responsible for all costs incurred in connection with the accomplishment of the Project. Upon receiving each invoice for this contract, the Yurok Tribe Fiscal Department shall have thirty (30) working days to process payment. *[Generally, this section should include a provision indicating a maximum, do not exceed amount and state how compensation shall be paid, such as upon completion or monthly invoices. The maximum, total contract amount stated should include any TERO fee. It should also state whether travel expenses are included in the stated contract amount and if not, the maximum allowable travel amount. If appropriate to the contract, this section may also include the following sentence: Project costs shall not exceed the amount identified in this*



section unless agreed to in advance in writing by the Director of the [Insert contracting department name].]

8. **Liability Insurance.** [Generally, \$1,000,000 is an appropriate liability insurance amount. If the contracting department is unsure of what, if any, insurance is required, contact the Office of the Tribal Attorney and/or the Fiscal Department for help determining an appropriate amount.] Liability insurance in the amount of \$1,000,000 is required to be obtained by the Contractor no less than five (5) days prior to commencement of this project. A certificate of insurance naming the Yurok Tribe as additionally insured shall be filed with the Yurok Tribe at the same time. The Tribe will assume no liability based upon negligence or intentional acts of the Contractor and should such negligence or intentional acts occur, Contractor agrees to assume full liability and indemnify and hold Yurok Tribe harmless for all such actions.

9. **Equipment and Tools.** Contractor shall provide and be responsible for maintaining any equipment and tools that Contractor uses, or determines is necessary, to accomplish the Project.

10. **Manner, Time, and Location.** [Fill in specifics, attach an addendum such as a scope of work, or write in "Not applicable."]

11. **Right to Engage Assistants.** Contractor shall have the right to engage others to assist in the accomplishment of the Project. Contractor shall be solely responsible for paying all compensation owed to any assistants engaged and for paying, and/or withholding and remitting to the appropriate government agency, any applicable employment taxes that might be owed with respect to this compensation. Contractor also shall indemnify and hold Yurok Tribe harmless against any and all liabilities attributable to the obligations imposed on Contractor under this Paragraph 11. The Parties acknowledge that Contractor shall retain the exclusive right to determine which workers Contractor shall engage for these purposes. Contractor agrees to provide proof of Workers' Compensation insurance coverage for all assistants he engages.

12. **Tribal Employment Rights Ordinance (TERO).** Contractor acknowledges that Contractor has had the opportunity to read the Yurok Tribe TERO Ordinance, is fully aware of the legal effects of the TERO Ordinance on this agreement, and agrees to comply with the TERO Ordinance, including payment of all applicable TERO fees. **The TERO fee of _____ will be automatically deducted upon receipt of any invoice.** [Fill in the TERO fee percentage. The TERO



Ordinance calls for a one-time fee of 3% of the total contract for construction contracts or ½ of 1% (.005%) for all other contracts. Education, cultural, child care, fiscal, and TERO contracts are exempt from the TERO fee. If the contracting department is unsure of what the appropriate TERO fee percentage or amount should be, contact the TERO Office.]

13. Performing Services for Others. Yurok Tribe agrees that Contractor may perform services for others, so long as the performance of these services does not interfere with the completion of the Project.

14. Status Reports. *[If status reports are required or desired, fill-in here. Otherwise attach an addendum, scope of work, or write in "Not applicable."]*

15. Confidentiality. Contractor agrees that it obtains only the right to use any data and information provided by the Yurok Tribe, its agents, or its representatives or developed by Contractor for the sole purpose of completing the Project. Contractor agrees that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to the data or information is transferred or licensed from the Yurok Tribe to Contractor. This Agreement does not grant Contractor the right to reveal, discuss, or transfer any data to third parties, other than as provided in this Agreement. Contractor understands and agrees that, despite any wording to the contrary in this Agreement, it shall not transfer cultural data to third parties without written authorization from the Yurok Tribe. The provisions of this section will survive the expiration or termination of this Agreement.

16. Ownership of Information and Documents. Any and all data, information, discussions, memoranda, presentations and documents developed or prepared by Contractor for the Project shall be held in strict confidence and shall not be used by Contractor for any other work unless approved by the Yurok Tribe in writing prior to any disclosure of such information. The Yurok Tribe may require all such information to be marked with the legend "Property of the Yurok Tribe - Confidential - Do Not Disclose." Immediately upon expiration, suspension, or termination of this agreement, Contractor agrees to provide the Yurok Tribe all such data, documents, and other information, whether generated by Contractor or received by Contractor from the Yurok Tribe, that is in Contractor's possession or under its control. This shall not preclude disclosure of information pursuant to judicial or administrative processes of the Yurok Tribal Court or other court



with competent jurisdiction. The provisions of this section will survive the expiration or termination of this Agreement.

17. **Term; Completion Date.** Contractor agrees to complete the Project by no later than _____, 20___. Failure to complete the Project by _____, 20__ shall subject Contractor to a financial obligation of \$150 per day. This Agreement shall expire upon completion of the Project unless otherwise terminated pursuant to the terms of this Agreement.

18. **Termination For Cause.** In the case of a material breach of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice if, after providing the breaching Party with notice of the breach, the breaching Party fails to cure the breach within ten (10) days after receipt of the notice of breach. In such case, the Yurok Tribe may complete the Project by whatever method the Yurok Tribe deems expedient.

19. **Termination by the Yurok Tribe for Convenience.** The Yurok Tribe reserves the right to terminate the Agreement at any time upon determination of the Tribal Council that it is in the best interest of the Yurok Tribe. The Yurok Tribe shall provide Contractor notice specifying the date of termination. All finished or unfinished work and materials previously paid for shall, at the option of the Yurok Tribe, become the Yurok Tribe's property. Contractor shall be paid for all costs incurred for work provided up to the date of termination.

20. **Sovereign Immunity.** Nothing in this agreement shall be deemed or construed to be a waiver of the sovereign immunity of the Yurok Tribe or Yurok Tribal officials or employees acting within their official or individual capacities.

21. **Drug and Alcohol Policy.** Contractor and all employees or subcontractors of Contractor working on Tribal property are subject to the Yurok Tribe's Drug and Alcohol Free Workplace Policy.

22. **Indemnification.** Contractor indemnifies and holds harmless Yurok Tribe from and against any and all liabilities, losses, damages, claims or causes of action, and any connected expenses (including reasonable attorneys' fees) that are caused, directly or indirectly, by or as a result of the performance by Contractor or its employees or agents of the Project. The Yurok Tribe indemnifies Contractor for any and all claims resulting from the



Yurok Tribe's use of data, documents, or other information prepared by the Contractor for the Project for purposes beyond those of this Agreement.

23. **Performance Bond.** The Tribe reserves the right to require that a bond satisfactory to the Approving officer in an amount equal to the value of this contract be delivered before a notice to proceed is issued.

24. **Notices.** Any notice under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to Yurok Tribe or to Contractor at the corresponding address below. Contractor shall be obligated to notify Yurok Tribe in writing of any change in his address. Notice of change of address shall be effective only when done in accordance with this Paragraph.

Yurok Tribe's Notice Address:

[tribal contact person]
[tribal department]
Yurok Tribe
PO Box 1027
190 Klamath Boulevard
Klamath, California 95548
(707) 482-1350

Contractor's Notice Address:

[contractor name]
[contractor business name]
[contractor address]
[(xxx) xxx-xxxx]

25. **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Contractor's engagement by Yurok Tribe. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Contractor, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Yurok Tribe, now or in the future, apply to Contractor and are



inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

26. **Amendments; Waivers.** This Agreement may not be amended except by an instrument in writing, signed by each of the Parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

27. **Assignment; Successors and Assigns.** Neither Yurok Tribe nor Contractor shall assign any rights or obligations under this Agreement.

28. **Severability.** If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect, however, nothing in this section shall be construed to waive the Yurok Tribe's sovereign immunity.

29. **Account Number.** Payment for services rendered by Contractor shall be made from account number [*Insert project number*].

30. **Dispute Resolution.** In the event of any dispute between the Parties, Contractor will not stop work but will continue to diligently complete the Project in the manner directed by the Yurok Tribe. The Parties agree that any and all actions which may arise from or out of this dispute that cannot be amicably resolved shall be adjudicated in Yurok Tribal Court. This Agreement shall be governed by and construed in accordance with the law of the Yurok Tribe.

31. **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

32. **Contractor Acknowledgment.** Contractor acknowledges that Contractor has read and understands this agreement and has had the opportunity to consult legal counsel in regard to this Agreement. Contractor further acknowledges that Contractor has entered into it freely and voluntarily and based on Contractor's own judgment and not on any representations or promises other than those contained in this Agreement and further agrees to submit to the



jurisdiction of the Yurok Tribal Court for all actions arising out of this Agreement.

The Parties have duly executed this Agreement as of the date of last signature.

[INSERT NAME OF CONTRACTOR]

_____ Date: _____
[Authorized signer name]
[Authorized signer's position with Contractor]

YUROK TRIBE

_____ Date: _____
[Department manager name]
[Tribal Department]

_____ Date: _____
James Dunlap, Chair
Yurok Tribe

Brief Description of Contract:

[Copy and paste brief description from page 1 here]





NOTICE TO PROCEED

To:

Date:

Project:

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

Prior to commencing work, you shall obtain Certificates of Insurance acceptable to the OWNER and place them on file with the OWNER. In addition, you shall provide a TERO compliance plan and obtain a TERO permit as required in the attached TERO policy.

Within ten (10) days of this notice, you shall provide a Construction Progress Schedule to the Owner through the Contract Manager for approval.

Owner: Yurok Tribe

By: _____

Title: _____

Date: _____

DOCUMENT 061 PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment there for to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contract or that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made,

including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof

DOCUMENT 062 PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPLE

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executor, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory

requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

Progress Estimate Contractor's Application

For (contract): _____ Application Number: _____

Application Period: _____ Application Date: _____

A		B	C	D	E	F	G			
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in CI)	Total Completed and Stored to Date (D + E)	% (I) B	Balance to Finish (S - FI)
Totals										

GENERAL CONDITIONS

1. DEFINITIONS

Contract -" Contract" means the entire agreement entered into between the Owner and the Contractor. It includes the Invitation for Bids, Instructions to Bidders, the form of Bid, the Bid Bond or Letter of Credit, the Performance and Payment Bond (or **other form of assurance of completion**), Non-Collusive Affidavit, Notice to Proceed, the form of Construction Contract, General Conditions of the Contract for Construction , any applicable Special Conditions, and specifications and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

Contracting Officer - The person within the Owner organization authorized to administer the Contract for the Owner. This person need not be the person executing the Contract for the Owner. The Owner shall advise the Contractor as to the identity of the designated Contracting Officer, and may change such designation from time to time by notification to the Contractor.

Contract Price - The amount payable to the Contractor under the Contract.

Contract Work - The work to be performed under the Contract.

Drawings - The drawings enumerated in the schedule of drawings contained in the specifications and as described in the section clause entitled Specifications and Drawings for Construction.

Engineer -The individual or entity named as such in the Contract Documents.

PG&E – Pacific Gas and Electric

Indian-Owned Economic Enterprise - Any Indian-owned , commercial, industrial or business activity establishing or organized for the purpose of profit; provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

Owner - The Indian tribe which is a party to the Contract with the Contractor.

Project - The Project to be constructed in whole or in part under this Contract.

Specifications - The written technical requirements for construction, including the criteria and tests for determining whether the requirements are met.

Tribal Organization - 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.

2. PRE-CONSTRUCTION CONFERENCE AND NOTICE TO PROCEED

A. Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a pre-construction conference with representatives of the Owner, its Engineer and other interested parties convened by the Owner. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The Owner will provide the Contractor with the date, time, and place of the conference.

B. The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

3. OBLIGATIONS OF CONTRACTOR

A. Except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat and power, transportation, superintendence, temporary construction of every nature, taxes legally payable because of Contract work, and all other services and facilities of every nature whatsoever necessary to perform the Contract work and deliver it complete in every respect within the specified time.

B. The Contractor shall supervise the work, and shall have a competent superintendent on the work at all times with full authority to act for the Contractor. The Contractor shall also provide a staff adequate to coordinate and expedite his work and that of his subcontractors to ensure compliance with Contract requirements.

C. The Contractor may authorize his superintendent or other individuals to sign for him and his name if the Contractor has filed with the Owner a notarized statement evidencing such authorization and authenticating the signature to be so honored.

D. The Contractor shall lay out the work and be responsible for all lines, levels, and measurements of all work executed under the Contract. He shall verify the figures before laying out the work and will be held responsible for any error resulting from his failure to do so.

E. Nothing in this Contract shall be construed to create or be relied upon to create any contractual relationship between the Contractor and the Indian Health Service.

F. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the Owner, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

G. The Contractor shall confine all operations (including storage of materials) on Owner's premises to areas authorized or approved by the Contracting Officer.

H. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the Owner and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

I. The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

4. OTHER CONTRACTS

The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor. Where other contractors are employed for such additional work, it shall be the responsibility of the Owner, or designee, to coordinate the work of all such contractors unless otherwise expressly provided elsewhere in this Contract.

5. ASSIGNMENT OF CONTRACT

The Contractor's obligations and duties under this Contract shall not be assigned in whole or in part by the Contractor without the written approval of the Owner, but this shall not prohibit the assignment of the proceeds due hereunder to a bank or financial institution,

nor shall this provision preclude the Contractor from subcontracting, in accordance with this Contract, parts of the work in accordance with the general practice of the building industry. No assignment shall be made except to an entity authorized to accept such assignment.

6. CONSTRUCTION PROGRESS SCHEDULE

A. The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

B. The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Owner. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

C. Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not

limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads, (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to 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 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.

B. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. DIFFERING SITE CONDITIONS

A. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the Owner within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

C. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required;

provided, that the time prescribed in (A) above for giving written notice may be extended by the Contracting Officer.

D. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

A. The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

B. Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

C. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

D. "Shop drawings" means drawings, submitted to the Owner by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

E. If this contract requires shop drawings, the Contractor shall coordinate all such drawing, and review them for accuracy, completeness, and compliance with order

requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Owner's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (F) below.

F. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Engineer approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in place or in time of performance, a modification need not be issued.

G. It shall be the responsibility of the Contractor to make timely requests of the Owner for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

G. The Contractor shall submit to the Contracting Officer for approval four copies

H. (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Owner and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

I. This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. AS-BUILT DRAWINGS

A. "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "record drawings."

B. As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final location of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

C. This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. MATERIAL AND WORKMANSHIP

A. All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. Reference in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, articles, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

B. The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

C. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. SAMPLES, CERTIFICATES AND TESTS

A. When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

B. Certificates shall be submitted in duplicate, describing each sample submitted for approval, and certifying that the material, equipment, or accessory complies with Contract requirements. They shall include the name and brand of the product, name of manufacturer, and the location where produced.

C. Approval of any material, equipment, or accessory by the owner shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. Materials, equipment, and accessories may be rejected by the Owner for cause even though such articles have been given approval.

D. Wherever materials are required to comply with recognized standards for Federal Specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other Contract requirement". The Owner may require laboratory test reports on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use, only as frequently as the Owner considers necessary to ensure compliance of materials.

E. Except as otherwise specifically stated in the Contract, the costs of testing will be divided as follows:

(1) The Contractor will furnish without extra cost, including packing and delivery charges, all samples required for testing purposes;

(2) The Contractor will assume all costs of re-testing materials which fail to meet Contract requirements;

(3) The Contractor will assume all costs of testing materials offered in substitution for those found deficient; and

(4) The Owner will pay all other expenses.

F. After approval, samples will be kept in the Contractor's project office until completion of work. Materials representing approved samples may be built into the work as approved by the Owner or the Owner's designee.

13. COMPLIANCE WITH APPLICABLE LAW

A. The Contractor shall give all notices and comply with all applicable Federal, state, Tribal and local laws (including ordinances, codes, rules, and regulations, and waivers). The intent of this provision is that the Contractor shall base his bid upon the drawings and specifications, but that all work installed shall comply with applicable laws and waivers. Before performing the Contract Work, the Contractor shall examine the drawings and the specifications for compliance with the applicable laws and waivers, and shall immediately report any noncompliance to the Owner/Owner's designee when the requirements of the drawings and specifications do not comply with such applicable law, unless waivers have been obtained.

B. The Contractor shall secure and pay for all permits, fees, and licenses including TERO, necessary for the proper execution and completion of the work. Where the Owner can arrange for the issuance of all or any of these permits, fees, and licenses without cost to the Contractor, the Contract Price shall be reduced accordingly.

14. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Owner for such large scale and full size drawings, color schemes, and other additional information, not already in the Contractors possession, which the Contractor will require in the planning and production of the work. Such requests may be submitted from time to time as the need is approached, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

15. HEALTH, SAFETY, AND ACCIDENT PREVENTION

A. In performing this contract, the Contractor shall:

1. Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety;
2. Protect the lives, health, and safety of other persons;
3. Prevent damage to property, materials, supplies, and equipment; and,
4. Avoid work interruptions.

B. For these purposes, the Contractor shall:

1. Provide appropriate safety barricades, signs, and signal lights;
2. Furnish, install, and maintain ample sanitary facilities for the workers. These

facilities shall be sufficient to meet the project needs and be located to the satisfaction of the Contracting Officer. All such facilities and services shall be furnished in strict accordance with governing health regulations; and,

3. Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

C. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

D. The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

E. The Contractor shall be responsible for its subcontractors compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the Owner, or the Secretary of Labor shall direct as a means of enforcing such provisions.

16. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS

A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

B. The Contractor shall only remove trees 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 performance of this contract, 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 as directed by the Contracting Officer.

C. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground on the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

D. The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

E. Any new equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

F. New work which connects to existing work shall correspond in all respects with that to which it connects unless otherwise required by the specifications.

G. No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

H. If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

I. The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

J. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all

Damages for which the owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

K. The Contractor shall repair any damage to vegetation, structure, equipment, utilities, or improvements, including those that are the property of 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 Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. TEMPORARY HEATING

The Contractor shall provide and pay for temporary heating, covering and enclosures necessary to protect properly all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the Owner in the condition, and at the time, required by the Specifications.

18. AVAILABILITY AND USE OF UTILITY SERVICES

A. The Owner shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Owner or, where the utility is produced by the Owner, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

B. The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Owner, the Contractor shall remove all the temporary connections, distribution lines, meters and associated paraphernalia.

19. TEMPORARY BUILDINGS AND TRANSPORTATION OF MATERIALS

A. Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer 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. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

B. The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. 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.

20. INSPECTION AND ACCEPTANCE OF CONSTRUCTION

A. As used in this clause:

1. "Acceptance" means the act by which the Contracting Officer assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
2. "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
3. "Testing" means that element of inspection that determines the properties or elements, including functional operation, materials, equipment, or their components, by the application and established scientific principles and procedures.

B. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to Owner inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract. However, all instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer only and not by anyone else.

C. Owner inspections and tests are for the sole benefit of the Owner and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the Owner after acceptance of the completed work under paragraph (J) below.

D. The presence or absence of the Owner's inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officers written authorization.

E. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Owner may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

F. The Owner may conduct routine inspections of the construction site on a daily basis.

G. The Contractor shall, without charge, replace or correct work found by the owner not to conform to contract requirements, unless the Owner decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The contractor shall promptly segregate and remove rejected material from the premises.

H. If the Contractor does not promptly replace or correct rejected work, the Owner may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

I. If any work requiring inspection is covered up without approval of the Owner, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. Further, if at any time before final acceptance of the entire work, the Owner considers it necessary or advisable to make an examination of work already covered or completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material to uncover the work for such examination and for satisfactory reconstruction after the examination. If such work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

J. The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Engineer determines that the state of preparedness is as represented, the Owner will promptly arrange for the inspection. Unless otherwise specified in the contract, the Owner shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance

shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Owner's right under any warranty or guarantee.

21. WARRANTY OF TITLE

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work, and agrees to deliver the premises and all improvements free from any claim, lien, security interests, or charges, and agrees further that neither he nor any other person, firm, or corporation shall have any right to a lien or security interest upon the premises or improvements.

22. WARRANTY OF CONSTRUCTION

A. In addition to any other warranties in this Contract, the Contractor warrants, except as provided in paragraph (J) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of (one year unless otherwise indicated) from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the Owner takes possession.

B. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Owner-owned or controlled real or personal property when the damage is the result of:

1. The Contractor's failure to conform to contract requirements; or
2. Any defects of equipment, material, workmanship or design furnished by the Contractor.

C. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

D. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

E. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

F. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and material furnished under this contract, the Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;
2. Require all warranties to be executed in writing, for the benefit of the Owner, and
3. Enforce all warranties for the benefit of the Owner.

G. In the event the Contractor's warranty under paragraph (A) of the clause has expired, the Owner may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

H. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the Owner nor for the repair of any damage that results from any defect in Owner furnished material or design.

I. Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (A) and (C) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

J. This warranty shall not limit the Owner's rights under the Inspection and Acceptance of Construction section of this contract with respect to latent defects, gross mistakes or fraud.

23. CONTRACT PERIOD

The Contractor shall complete all work required under this Contract within the specified time in the Bid form., or within the time schedule established in the notice to proceed issued by the Contracting Officer, whichever is shorter.

24. CONFLICT OF LAWS

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail unless otherwise specified in the Special Conditions. In the event of a conflict between the Contract and any applicable Tribal, state or local law, the Tribal, state or local law shall prevail; provided, that such Tribal, state or local law does not conflict with, or is less restrictive than, applicable federal law, regulation, or

Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

25. SUBCONTRACTS

A. As used in this provision and throughout the Contract:

1. "Subcontract " means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contractor a subcontractor.

2. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

B. The Contractor shall not enter into any subcontract with any subcontractor who is presently denied participation in a Federal program or who is presently suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this Contract is to be performed.

C. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

D. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

E. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner or between the subcontractor and the Indian Health Service.

26. PAYMENTS

A. The Owner shall pay the Contractor the price as provided in this contract.

B. The Owner shall make progress payments approximately every 30 days as the work proceeds based on estimates of work accomplished which meets the standards of quality established under the Contract, as approved by the Contracting Officer. The Owner may, subject to written determination and approval of the Contracting Officer, make more frequent payments to the contractors which are qualified small businesses.

C. Before the first progress payment under this Contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total Contract Price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. If the Contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the Contract.

D. The Contractor shall submit, on forms approved by the Owner, 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 not later than 7 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Engineer or Manager prior to payment. If the Contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

E. Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

1. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the Contract;
2. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
3. This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(Name) _____ (Date) _____

(Title) _____

Except as otherwise provided under applicable laws, the Owner shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Engineer and Manager, determines that the Contractor's

performance and progress are satisfactory, the Owner may reduce the retainage to five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the Owner shall reinstate the ten (10) percent (or other percentage as provided in local law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

G. The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the Owner's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the Owner.

H. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Owner, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the Owner to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the Owner in the course of their employment, the Contractor shall restore such damaged work without cost to the Owner and to seek redress for its damage only from those who directly caused it.

I. The Owner shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the Owner arising by virtue of this Contract, other than claims, in stated amounts that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this Contract has been assigned.

J. Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

K. The Owner shall not (1) determine or adjust any claims for payment or disputes arising thereunder between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the Owner to withhold moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bonds furnished under this Contract.

27. CONTRACT MODIFICATIONS

A. Only the Contracting Officer has authority to modify any term or condition of this Contract. Any contract modification shall be authorized in writing.

B. The Contracting Officer may modify the contract unilaterally: (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the Owner's address). All other contract modifications shall be in the form of supplemental agreements (i.e., change orders) signed by the Contractor, Engineer, and the Contracting Officer.

28. CHANGES

A. The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

1. In the specifications (including drawings and designs);
2. In the method or manner of performance of the work;
3. Owner-furnished facilities, equipment, materials, services, or site; or,
4. Directing the acceleration in the performance of the work.

B. Any other written order or oral order (which, as used in this paragraph (B), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

C. Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

D. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (B) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

E. The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (A) of this clause, or (2) the furnishing of a written notice under paragraph (B) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (B) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

F. The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with the itemized breakdown of all increases and decreases in the contract with at least the following details:

1. Direct Costs. Materials (list individual items, the quality and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours and unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA and, Bond Costs-when size of change warrants revision.

2. Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

G. The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

H. The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

I. Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

J. Except in an emergency-endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

29. SUSPENSION OF WORK

A. The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Owner.

B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

C. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

30. DISPUTES In case of a conflict with the Tribal Contract and the General Conditions, the Tribal Contract will prevail.

A. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

B. Except for disputes arising under the Section 41 of the Contract, entitled Disputes Concerning Labor, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved in accordance with this clause.

C. All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Owner against the Contractor shall be subject to a written decision by the Contracting Officer.

D. The Contracting Officer shall, within 60 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

E. The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the Owner in accordance with the Owner's policy and procedures, or (2) in accordance with the procedures set forth below, refers the appeal to an independent mediator, and if mediation fails, then the appeal may be referred to binding arbitration, or (3) files suit in a court of competent jurisdiction. Prior to filing suit, a party to the Contract must have attempted in good faith to resolve the dispute by exercise of one or more of the other remedies set forth above.

F. Appeals as referenced in this Disputes section must be made within 30 days after receipt of the Contracting Officer's decision. Further, the remedies contained in this Disputes section shall be cumulative. Except as expressly stated herein, the exercise of any one of the remedies outlined above shall not preclude the exercise of any of the other remedies outlined above.

G. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

31. DISPUTE RESOLUTION

A. Parties agree that in the event any disputes arising from or out of this Agreement occur, Parties shall first attempt to settle the dispute through a meet and confer process. If the meet and confer does not resolve said dispute the PARTIES hereby agree to settle such disputes through mediation to be conducted by Mediation Services or such other mediator(s) the PARTIES may agree upon. The mediator deciding the dispute shall be bound and limited by this paragraph and no court may enforce any award against either party that goes beyond the scope of this paragraph or the limitation on damages set forth in this paragraph. The arbitrator or arbitrators shall only award and the courts shall only enforce against PARTIES orders for specific performance and shall not award or enforce punitive, exemplary, speculative or other types of damages. Each party

acknowledges its respective obligation to take reasonable steps to mitigate damages. Except for the limited waiver set forth herein, the TRIBE does not consent to any action brought in any court arising out of or related to this Contract.

32. INDEPENDENT MEDIATION

The Owner or Contractor may initiate independent mediation by filing a written request for such mediation with the American Arbitration Association (AAA). Subject to mutual consent by the Owner and the Contractor, any claim, controversy, or dispute arising out of or related to the Contract may be settled by independent mediation in accordance with the current Construction Industry Mediation Rules of the AAA. Prior to submitting a matter to arbitration, a party to the Contract must refer the claim, controversy, or dispute to an independent mediator for resolution.

33. ARBITRATION

A. Matters submitted to Arbitration. Any claim, controversy, or dispute arising out of or related to the Contract may be settled by arbitration in accordance with the following procedures, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

B. Procedure.

1. Upon failure to obtain a satisfactory resolution to a claim, controversy, or dispute through independent mediation, either party may demand such arbitration in writing, which demand shall include the name and address of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter of controversy.

2. Within 20 days after such demand, the other party shall designate its arbitrator in writing by name and address, or in default of such designation, such arbitrator shall be designated by the American Arbitration Association. The two arbitrators so selected shall name a third arbitrator within 20 days after the second arbitrator is designated. In the event that no agreement on a third arbitrator is reached by the two arbitrators, the appointment shall be made by the American Arbitration Association. Questions regarding hearing procedures and introduction of evidence shall be decided by the third arbitrator.

3. The arbitration costs and expenses of such party (e.g. witness expenses and attorney fees) shall be borne by that party, and all arbitrators' fees and other expenses shall be borne equally by both parties.

4. The arbitration hearing shall be held at such time and place as designated by the arbitrators on at least 20 days written notice to the parties. The arbitration hearing shall not commence, however, until the project has reached the date of substantial completion

as determined by the Owner. In exceptional circumstances, the arbitration hearing may be held prior to the date of substantial completion for the project. The arbitration hearing shall be held either in the county in which the Indian tribe is located or in the county in which the project site is located.

5. An award rendered by a majority of the arbitrators appointed pursuant to this agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award. If a party after being notified fails to appear or participate in arbitration proceedings, or fails to produce evidence demanded by the arbitrators, the arbitrators are authorized to make their award based on the evidence produced at the hearings by the party who does participate. No award shall be enforceable for a monetary amount in excess of the total contract amount. It is expressly understood and agreed by the parties that IRS is neither a party to this Contract and to any arbitration arising out of the Contract.

6. As to any procedures regarding the conduct of the arbitration that are not specified either in this Contract or in, another written agreement signed in advance of the hearing, the parties shall follow the current Construction Industry Arbitration Rules of the American Arbitration Association.

7. The award may be enforced by having a judgment entered in accordance with applicable law in any court having jurisdiction.

C. Survival of the Arbitration Agreement. The arbitration provision of this Contract shall, with respect to such controversy or dispute, survive the termination or expiration of this contract.

D. Statute of Limitations. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the initiation of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

E. Lack of Arbitrator's Authority to Modify Contract.

Nothing contained in this Contract shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Contract.

F. Federal Responsibilities. Nothing herein shall prohibit any agency of the Federal Government from discharging its administrative and contractual duties to the Owner.

34. DEFAULT

A. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the Owner may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in completing the work.

B. The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the Owner or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the Owner, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors for supplies at any tier arising from unforeseeable causes beyond the control and with the fault or negligence of both the Contractor and the subcontractors or supplies; and

2. The Contractor, within 10 days from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes section of this contract.

C. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for the convenience of the Owner.

35. LIQUIDATED DAMAGES

A. 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 Owner as liquidated damages, the sum as specified in the Bid form for each day of delay. 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 the contract, liquidated damages shall not be due the Owner. The Contractor remains liable for damages caused other than by delay.

B. If the Owner terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Owner in completing the work.

C. If the Owner does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

36. TERMINATION FOR CONVENIENCE

A. The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

B. If the performance of the work is terminated, either in whole or in part, the Owner shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt of the Owner of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the Owner to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the Owner or assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the Owner; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

C. The Contracting Officer will act on the Contractor's claim within 60 days of receipt of the Contractor's claim.

D. Any disputes with regard to this section are expressly made subject to the provisions of the Disputes section of this contract.

37. INSURANCE

A. Before commencing work, the Contractor and each subcontractor shall furnish the Owner with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

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 \$1,000,000.00 per occurrence.

B. All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

38. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss resulting from use of a particular design or process or the product of a

particular manufacturer or manufacturers specified in the Contract, but if the Contractor has reason to believe that the design or process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless he promptly gives such information to the Owner.

39. COMPLIANCE WITH COPELAND REGULATIONS (29 CFR Part 3)

A. All mechanics and laborers employed in the development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 40 U.S.C. 276c, 29 CFR Part 3), the full amounts due at time of payment. For the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

B. The Contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

40. PAYROLLS AND RELATED REPORTS

A. When Davis Bacon Wage Rates requirements apply, payrolls and basic records relating thereto shall be maintained during the course of the work and preserved by the Contractor and all subcontractors for a period of three years thereafter for all laborers and mechanics employed in the development of the Project. Such records shall contain the name and address of each such employee, and the employee's correct classification, rates of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

B. A submission of a "Weekly Statement of Compliance" is required under this Contract and the Copeland Regulations of the Secretary of Labor (29 CFR Part 3).

C. The Contractor shall also furnish to the Owner any other information or certifications relating to employees in such forms as the Owner may request.

41. TERMINATION BECAUSE OF VIOLATION OF LABOR PROVISIONS

Contractor's breach of Section 38 or 42 may be grounds for termination of this Contract and for debarment as provided in 24 CFR Part 24.

42. DISPUTES CONCERNING LABOR

All questions arising under this Contract for any subcontract relating to the application or interpretation of the Copeland Act shall be referred by the Owner to the Federal funding agency for decision or, at the option of the agency, referral to the Secretary of Labor. The ruling or interpretation by the agency or the Secretary of Labor, as the case may be, shall be final.

43. INSERTION OF LABOR PROVISIONS IN SUBCONTRACTS

The Contractor shall insert in any subcontracts the provisions (appropriately modified) of Section 38 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts they may enter into, together with a clause requiring this insertion in any further subcontract that may in turn be made.

44. INDIAN PREFERENCE

This Contract is subject to the following Indian Preference requirements pursuant to 24 CFR 953.510.

- A.** 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. 450c(b) (Indian Act). Section 7(b) requires that to the greatest extent feasible (1) preferences and opportunities for training and employment shall be given to Indians and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
- B.** The parties of this contract shall comply with the provisions of Section 7(b) of the Indian Act.
- C.** In connection with this Contract, the Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians and Alaskan Natives.
- D.** The Contractor shall include this Section 7(b) clause in every subcontract in connection with the project, and shall, at the direction of the Owner, take appropriate action pursuant to the subcontract upon a finding by the Owner or Indian Health Service that the subcontractor has violated the Section 7(b) clause of the Indian Act.

45. INDIAN PREFERENCE IN HIRING

- A.** The Contractor and each of his subcontractors shall give preference in all hiring to Indians as required by the Indian Preference section of this Contract.
- B.** Upon initial hiring and whenever a job opening occurs thereafter, the Contractor and each subcontractor shall give written notice of such opening to the Owner stating the time when, and the local place where, job applications will be accepted. Except in cases of an emergency, no one other than an Indian shall be hired for any job until 48 hours (not counting Sundays and holidays) following the notice to the Owner.
- C.** The Contractor shall have the right to reject any job applications for a valid reason, or to terminate the employment of any Indian for appropriate reasons, but in either event, the Contractor shall, within three days, send a written statement of the reasons for such action to the Owner.

46. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- A.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or against otherwise qualified disabled individuals.
- B.** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, (1) Employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- C.** The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this cause.
- D.** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- E.** The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers'

representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

G. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

H. In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order 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 Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

I. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

J. Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

47. SUBCONTRACTING WITH SMALL AND MINORITY BUSINESS FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- D. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- E. Using the services and assistance of the U. S. Small Business Administration, the Minority Business Development Agency of the U. S. Department of Commerce, and State and local governmental small business agencies.

48. NOT USED

49. INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise herefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

50. CONFLICT OF INTEREST

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities which exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

51. REVIEW OF WORK: ACCESS TO RECORDS

The Owner and the Controller General of the United States, or any of their duly authorized representatives, shall at all times and places have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, contracts, books of account, and other relevant data and records.

52. CLEAN AIR AND WATER

A. Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

B. In compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to:

1. Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;
2. Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
3. Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
4. Include or cause to be included the provisions of this clause in every subcontract, and take such action as Yurok Tribe may direct as means of enforcing such provisions.

53. MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

The Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PUB L. 94-163).

54. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO).

Contractor acknowledges that Contractor has had the opportunity to read the Yurok Tribe TERO Ordinance, is fully aware of the legal effects of the TERO Ordinance on this agreement, and agrees to comply with the TERO Ordinance, including payment of all applicable TERO taxes. *(The TERO Ordinance calls for a one-time fee of 3% of the total contract for construction contracts or ½ of 1% for all other contracts. The TERO tax will be deducted from each payment request submitted)*

ATTACHMENT # 1

T.E.R.O. IPP

YUOK TRIBE

TRIBAL EMPLOYMENT RIGHTS OFFICE

190 Klamath Blvd., P.O. Box 1027 Klamath, California 95548 (707) 482-1350 (707) 482-1377 Fax



Jobs in the private employment sector are an important resource on the Yurok Reservation, thus the Yurok Tribe is committed to securing such jobs for its Tribal members and local Indians as they become available. Furthermore, the Tribe helps drive the local economy and asks employers to use local goods and services when developing a project, with first preference given to qualified Indian-owned businesses and entrepreneurs.

Contractor Obligations:

As a contractor/subcontractor conducting business within the Yurok Tribe's Ancestral Territory, or with the Yurok Indian Housing Authority (YIHA), your specific obligations under the Tribal Employment Rights Ordinance (TERO), TERO Permit and Indian Preference Plan include the following:

1. Provide TERO with a precise listing of positions you will use on this project from the superintendent on down, and the number of each craft. Contractors/employees shall be required to hire and maintain as many local Tribal Members as apply for and are qualified for each craft or skill. The order of hiring shall be according to the Tribe's Hiring Preference Policy as follows:
 - Tier 1: Qualified Yurok Tribal Members
 - Tier 2: Spouses of Yurok Tribal Members
 - Tier 3: Other Indians of Federally recognized Tribes
 - Other qualified persons
2. Identification of Core/Key Employees. A Core/Key employee is an employee of a covered employer in a managerial or project supervisory position, or who performs an essential job function as identified on a case by case basis by TERO and prior to issuance of a TERO Permit.
3. The contracting and subcontracting preference shall be manifested through giving bidding preference to Indian-owned businesses. Indian Preference Applications and Certification are obtained through the TERO Office.
4. Inform TERO of all signatory trade unions to be involved in the project. TERO obligations have priority over union obligations by a contractor signatory to any trade unions. However, TERO will consider Indian workers of the trade unions in order for contractors to meet their hiring goals.
5. Notify TERO of all job vacancies. All available Indian applicants shall be considered first before any non-Indians are considered for employment and training. If no qualified Indians are available, TERO will provide a consent form to waive this obligation.

6. Employees referred by the TERO office will have preference in retention of employment from the beginning to the end of the project. Inform TERO of any lay-offs.
7. Before any TERO referral is terminated from the project you must inform TERO immediately to allow for informal counseling.
8. Allow on-site inspections by TERO representatives.
9. Provide copies of certified payroll reports to the TERO office upon request.
10. No work on the scheduled project will begin until all applicable agreements are signed and a TERO Permit has been issued. Failure to sign the required agreements shall serve as just cause for the contractor/subcontractor to be subject to sanction(s) as prescribed in the TERO Ordinance.
11. Any employer, contractor, subcontractor, or union who violates the TERO Ordinance or the rules, regulations, or orders promulgated by the TERO Officer or Council will be subject to penalties for such violations, including the maximum monetary civil penalty permitted under the Indian Civil Rights Act of 1968, 25 U.S.C. § 1302. Every day during which a violation exists shall be deemed a separate occurrence. (See the Yurok Tribe TERO Ordinance, Chapter 8, for Enforcement & Sanctions.)

Certification of Service:

I, _____, respectfully submit as evidence by my signature that I understand my obligations of Indian Preference hiring as a contractor conducting business on the Yurok Reservation or with the Yurok Indian Housing Authority. I attest to the fact that the TERO representative whose signature is found below did in fact explain these specific obligations and allowed for an opportunity to represent questions, comment or discussion on these requirements related to this agreement.

--	--	--

Company Name

--	--	--

Labor Force Projection - Section A: Project Information

PROJECT:			
EMPLOYER/SUPPLIER:			
MAILING ADDRESS:	CITY	STATE:	ZIP:
E-MAIL:	PHONE:	FAX:	CELL:
CONTACT PERSON:	PHONE:		
SCOPE OF WORK:			
START DATE:	COMPLETION DATE:		
AMOUNT OF CONTRACT:	TERO FEE: 3% of Total Project Cost		

TERO Fee:

With respect to each project/contract or subcontract of \$5,000.00 or more, operating within the exterior boundaries of the Yurok Indian Reservation or with the Yurok Indian Housing Authority, the contractor shall pay a onetime fee of 3% of the total project/contract costs (i.e. equipment, labor, materials and operations), and any increase of the contract/project or subcontract amount prior to commencing work. If the covered employer initially enters into a contract/project or subcontract of less than \$5,000.00, but subsequently increases costs, as a result in the total contract/project or subcontract amount of \$5,000.00 or more, the fee shall apply to the total amount including increases.

Checks are to be made payable to: YUROK TRIBE TERO.

Job Qualifications, Personnel Requirements & Cultural Traditions Requirement:

An employer may not use any job qualification criteria or personnel requirements which serve as barriers to the employment of Native Americans which are not required by business necessity. Any education &/or certification(s) required of TERO members for employment must also be provided for all employees of the covered employers within the same classification. The TERO Officer will review the job duties and may require the employer to eliminate the personnel requirements at issue. Employers shall also make reasonable accommodation to the tribal holidays and cultural traditions of Native workers.

Labor Force Projection - Section B: Work Force

Core/Key Employees:

Name	Position	Wage	Hire Date	Native: Y/N

Tribal Member Hiring:

The TERO representative shall establish and administer a Tribal hiring opportunity to assist employers in placing preferred employees in job positions. An employer may recruit and hire workers from whatever sources are available to them to achieve the same preference hiring goals, but is subject to inform the TERO representative. The employer may not employ a non-local Indian until the employer has given the TERO office 72 hours to locate and refer a qualified local Indian.

Positions needed for Project	# of Positions	Wage	Start Date/End Date

Contracting & Subcontracting:

The preference requirements contained in the TERO Ordinance shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting subcontract specifications. The covered employer shall have the initial and primary responsibility for ensuring that all contractors and subcontractors comply with these requirements. TERO Certified Indian Firms that are qualified and come within 5% of the low bid, will be provided negotiated preference.

All Subcontractors must submit an Indian Preference Plan to be negotiated with TERO.

Labor Force Projection - Section C: Compliance

I declare that all the answers and statements are true, correct and complete to the best of my knowledge. I understand that untruthful or misleading answers are cause for denial of my application and may follow under the Yurok Tribe TERO Ordinance, Chapter 8:

Enforcement and Sanctions - A covered employer who violates this ordinance shall be subject to sanctions for such violations. Such sanctions shall be remedial in nature and shall be designed and intended to compel compliance, prevent future violation, or compensate injured parties and shall include, but not be limited to:

- Denial of right to commence or continue business or contracts inside the Yurok Indian Reservation, with a Tribal entity, or involving Tribal funds;
- Suspension of all operations inside the Reservation;
- Debarment or prohibition from engaging in commerce or contracts on Yurok lands;
- Payment of back pay and damages to compensate any injured party;
- An order to stop work until the provisions of the TERO ordinance are satisfied;
- An order to summarily remove employees hired in violation of the TERO Ordinance;
- An order requiring employment, promotion and training of Indians injured by the violation;
- An order mandating changes in procedures and policies necessary to eliminate or correct the violation;
- An order making any other provisions deemed by the Tribal Council and Tribal Court to alleviate, eliminate or compensate for any violation; and
- Imposition of monetary civil penalties for each violation. Each day during which a violation exists shall constitute a separate violation.

Signature

Print Name

Title

Date

Please submit application to: Yurok Tribe TERO P.O. Box 1027 Klamath, CA. 95548 or
dbarnes@yuroktribe.nsn.us

ATTACHMENT # 2
Inadvertent Discovery Protocol

Yurok Tribe Policy and Procedures for Inadvertent Discovery of Yurok Cultural Items

Traditional Yurok Law requires reburial of cultural items, and known funerary items as soon as possible. The Yurok Tribal Government shall make every attempt to immediately rebury these items upon notification. In instances where it is believed that a violation of tribal law, federal/state law have been committed, the tribal government or another law enforcement agency shall investigate and determine if prosecution is warranted, and seek retribution for the crime(s) committed against Yurok ancestors and sacred sites.

Procedures for notifying the Yurok Tribe of an inadvertent discovery of human remains, associated and/or unassociated funerary items, and cultural items.

Step 1. Upon discovery of human remains, associated and/or unassociated funerary items the individual or representative of an organization, governmental agency shall immediately stop ground-disturbing activities in the immediate area of the discovery.

Step 2. Must establish a reasonable protective barrier (marked by flagging tape) around the cultural site, within which, ground-disturbing activities are temporarily suspended. You shall also take steps to protect the discovered item(s) in a respectful and dignified manner. Removal of the unearthed item is not recommended unless it is directly threatened by a destructive force (i.e. heavy equipment).

Step 3. Immediately report the discovery to Yurok Tribe Cultural Resource Manager or the Yurok Tribal Heritage Preservation Officer (THPO). You must also follow all applicable state and federal laws in the event that human remains are discovered (i.e. County Coroner).

<i>1). Cultural Resource Manager</i>	<i>(707) 482-1350 ext. 1309 or (707) 954-2075 (cell phone)</i>
<i>2). Tribal Historic Preservation Officer (THPO)</i>	<i>(530) 625-4130 ext 1629 or (707) 498-2536 (cell phone)</i>
<i>4. Executive Director or Deputy Executive Director</i>	<i>(707) 482-1350</i>
<i>5. Tribal Chairperson or Council</i>	<i>(707) 482-1350</i>

ATTACHMENT # 3
Bid Alternative A Specifications

Bid Alternative (A) Specifications

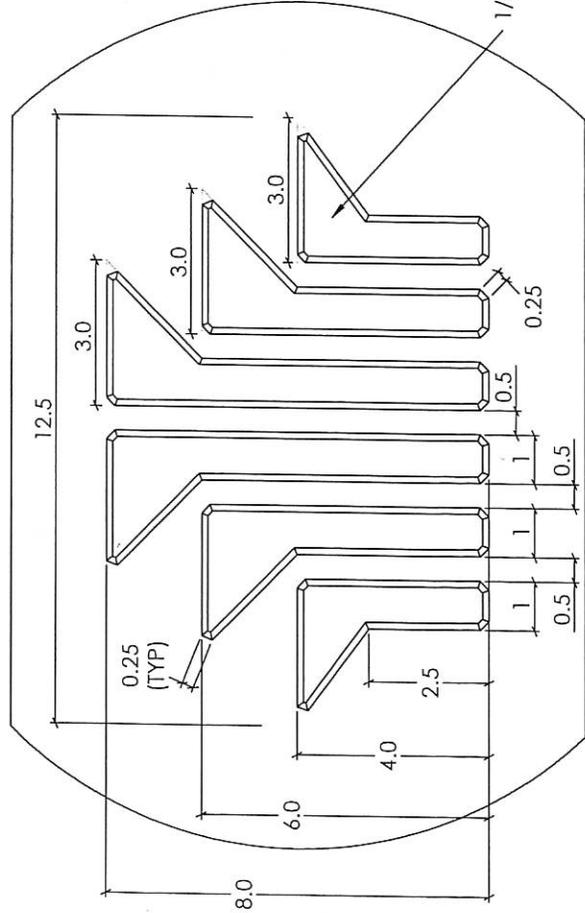
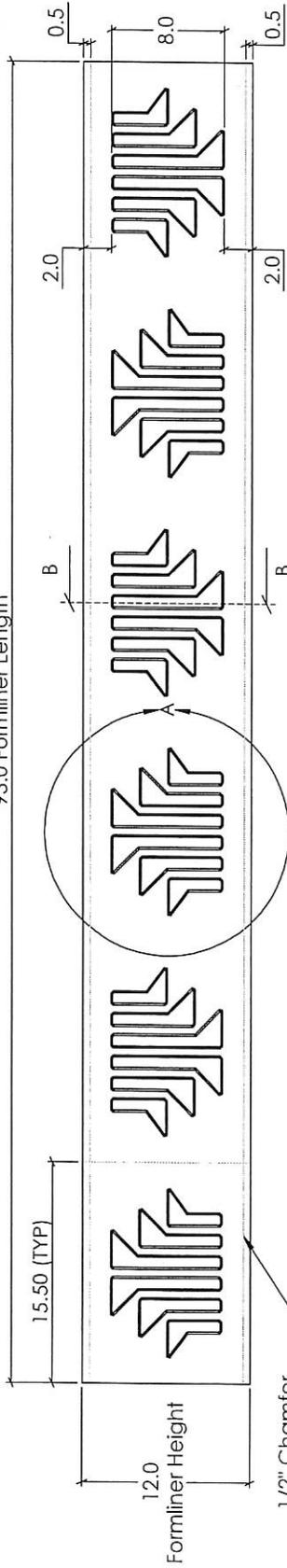
General Information:

The contractor should include pricing to construct a tribal design relief pattern on each of the four retainer walls included in this bid package. The pattern should run the entire length of the wall and be positioned six inches from the top of each wall. The specifications for the design can be found on the detail from Spec Formliners, Inc.

Specifications:

Details for the Tribal Design pattern can be found on the following drawing from Spec Formliners, Inc. entitled **Barrier**.

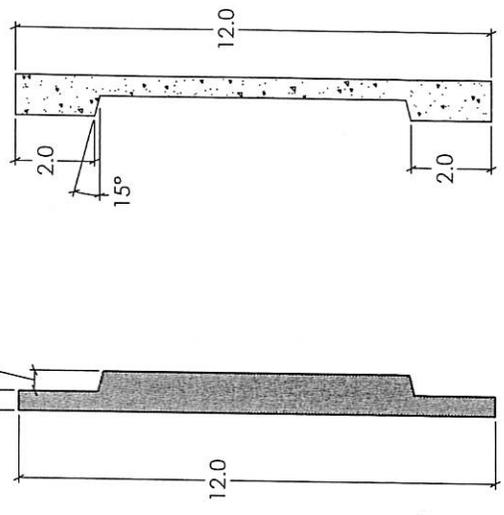
93.0 Formliner Length



0.5 Min. Formliner Thickness

1/2" recess in Concrete

0.5 Creates



FORMLINER

CONCRETE

Detail View A

Spec Formliners, Inc.
 530 E. Dyer Rd., Santa Ana, CA 92707
 888-429-9550 Phone 714-429-1460 Fax
 www.Specformliners.com

Spec Formliners
 INCORPORATED

DRAWN BY: Mike B. 10/25/2012
 PROPRIETARY AND CONFIDENTIAL
 DRAWING IS THE SOLE PROPERTY OF
 SPEC FORMLINERS, INC. ANY
 REPRODUCTION IN PART OR AS A WHOLE
 SPEC FORMLINERS, INC. IS PROHIBITED.

Barrier

NOTES:

APPROVAL SIGNATURE:

rev. 3/19/2013

FORMLINER

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Yurok Tribe Planning & Community Development

Document 091

CHANGE ORDER

ORDER NUMBER: 1
DATE:
AGREEMENT DATE:
NAME OF PROJECT:
OWNER: Yurok Tribe
CONTRACTOR:
PROJECT NUMBER: 11816

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE: \$

Current CONTRACT PRICE
(Includes previous CHANGE ORDER(s)): \$

Amount of this CHANGE ORDER (increase) (decrease): \$

The new CONTRACT PRICE including this CHANGE ORDER is: \$

Change to CONTRACT TIME: The CONTRACT TIME will be (increased)
(decreased) by 0 calendar days. The date for completion of all work will be .

Reviewed by Owner: _____

Accepted by Contractor: _____



DOCUMENT 110: SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work sequence.
- C. Specifications Conventions

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes construction of four retainer walls along Highway 169. Work includes the furnishing of all labor, equipment, materials and supervision for the construction of the four small retainer walls. Retainer walls will be staked out and approved by Caltrans and PG&E. (See Plans)
- B. Contract to include the hiring of T.E.R.O. approved Cultural Monitors and Flaggers.
- C. Work of Contract under unit fixed price contract with Owner in accordance with Conditions of Contract.

1.3 WORK SEQUENCE

- A. Construct Work in one stage during construction period. Coordinate construction schedule and operations with Project Manager.

1.4 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS

2.1. BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of 41 USC chapter 83 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all work performed under contract or subcontract for this project will be conducted in compliance with the requirements set forth in the code for the use of articles, materials and supplies that have been mined, produced or manufactured within the United States.

PART 3 EXECUTION

Not Used.

END OF SECTION

DOCUMENT 130: SUBMITTAL PROCEDURES

PART I GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product data.
- D. Shop drawings.
- E. Manufacturer's instructions.
- F. Project Record Documents
- G. Submittal Review Form.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Managers accepted form.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Project Manager at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 3 days excluding delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of completed Work.
- H. If the item description for a material submittal is not the exact brand or model specified by the Owner, then 3 copies of the manufacturer's descriptive literature, catalog cut-sheets, etc. must be included with the submittal. For design submittals requiring design calculations, shop drawings, wiring and control

diagrams, etc., 3 copies of each must also be included with this submittal. If item is exact brand or model as specified, list brand or model and "as specified".

- I. Allow space on submittals for Contractor, Engineer and Manager review stamps.
- J. When revised for resubmission, identify changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 3 days after date of Notice to Proceed. After review, resubmit required revised data within ten days.
- B. When required by Engineer, submit revised Progress Schedules with each Application for Payment.
- C. Indicate estimated percentage of completion for each item of Work at each submission.
- D. . Revisions To Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
 - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.4 PRODUCT DATA

- A. Product Data: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.5 SHOP DRAWINGS

- A. Shop Drawings: Submit to Project Manager for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.6 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.7 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. 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, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and Appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
- G. Submit documents to Project Manager with claim for final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

- 14. Warning Tape (331100) _____
- 15. Tracer Wire, Box, Splice Materials _____
- 16. Compaction Test Results (312200) _____

POST CONSTRUCTION SUBMITTALS

- 17. Warranty Documents _____
- 18. AC Pavement Test Results (321300) _____

Submitted by: _____
Contractor's Signature

Date

Tribes
Review: _____
Project Manager's Signature

Date

END OF SECTION

**SECTION 017100
MOBILIZATION & DE-MOBILIZATION**

PART 1: GENERAL

1.1 DESCRIPTION

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

1.2 MEASUREMENT AND PAYMENT

- A. Mobilization and Demobilization: Payment for this item is in Lump Sum. Payment shall be full compensation for the specified Mobilization/Demobilization indicated in the bid schedule and includes, but is not limited to, all labor equipment and materials to mobilize and demobilize to the project site as many times as is required to complete the work outlined in the contract documents. Note: Payment for Mobilization shall be made when the Owner is satisfied that the mobilization is complete per this specification and shall be 60% of the total Mobilization and Demobilization lump sum cost. Demobilization shall be paid as part of the final payment and shall be 40% of the total lump sum cost. Only one mobilization/demobilization will be paid for the work. Total lump sum payment for this bid item shall not exceed 10% of the total project bid.

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.

1.3 MEASUREMENT AND PAYMENT

- A. Payment for this item is incidental to the completion of other bid items – no separate payment will be made.

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

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

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

1.3 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.
 - 1. 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 connected 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.

1.4 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 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

SECTION 033000

CAST-IN-PLACE CONCRETE

PART I GENERAL

1.1 DESCRIPTION

- A. This section specifies Cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 MEASUREMENT AND PAYMENT

- A. Incidental to installation of water mains -no separate payment will be made.

1.3 SUBMITTALS

- A. Product Data: for each type of product indicated.
- B. Design Mixtures: for each concrete mixture.
- C. Shop Drawings: For steel reinforcement.
- D. Material test reports.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: a firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
 - a. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities".
- B. ACI Publications: comply with the following unless modified by requirements in the Contract Documents:
 - a. ACI 301: "Specification for Structural Concrete," Sections 1 through 5.
 - b. ACI 117: "Specifications for Tolerances for Concrete Construction and materials".
- C. Pre-installation conference: conduct a conference at the project site.

1.5 RELATED SECTIONS

- A. Divisions 31, 32, and 33.

1.6 REFERENCES

- A. ACI 304: Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete. ASTM C94: Ready-Mixed Concrete.

PART 2: PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-formed finished concrete: form-facing panels that will provide continuous, hue, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize the number of joints. **Install Spec Formliners Inc. Tribal pattern 6" down from the top on the exposed side on all four retainer walls.**
- B. Rough-formed finished concrete: plywood, lumber, metal, or other approved materials. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M. Grade 60 (grade 420), deformed.
- B. Galvanized-steel welded wire reinforcement: ASTM A 185, plain, fabricated from galvanized steel wire into flat sheets.
- C. Bar supports: bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or pre-cast concrete according to CRSI's "Manual of Standard Practice".

2.3 CONCRETE MATERIALS

- A. Cementitious Material: use the following cementitious materials, of the same type, brand, and source, throughout the project:
 - a. Portland Cement: ASTM C 150, Type III
- B. Normal-weight aggregates: ASTM C33, graded, ¾ inch (19 mm) nominal maximum coarse-aggregate size.
 - a. Fine and Coarse Aggregates: free of materials with deleterious reactivity to alkali in cement.
- C. Water: Clean (not detrimental to concrete). ASTM C94/C94M and potable.

2.4 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Chemical Admixtures: provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - a. Water reducing admixture: ASTM C494/C494M, Type A.
 - b. Retarding admixture: ASTM C494/C494M, Type B.
 - c. Water reducing and retarding admixture: ASTM C494/C494M, Type D.
 - d. High range, water reducing admixture: ASTM C494/C494M, Type F.
 - e. High range, water reducing and retarding admixture: ASTM C494/C494M, Type G.
 - f. Plasticizing and retarding admixture: ASTM C1017/C1017M, Type II.

2.5 VAPOR RETARDERS

- A. Plastic vapor retarder: ASTM E 1745, Class C, or polyethylene sheet, ASTM D 4397 not less than 6 mil thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.
- B. Joint seams to overlap a minimum of twelve inches and be secured in place with manufacturer recommended and Owner approved joint tape.

2.6 CURING MATERIALS

- A. Evaporation retarder: waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz/sq. yd. (305 g/sq. m) when dry.
- C. Moisture-retaining cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: potable.
- E. Clear, waterborne, membrane-fanning curing compound: ASTM C 309, Type I, Class B, non-dissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

- F. Clear, waterborne, membrane-forming curing compound: ASTM C 309, Type 1, Class B, non-dissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- G. Clear, solvent-borne, membrane-forming curing and sealing compound: ASTM C 1315, Type 1, Class A.
- H. Clear, waterborne, membrane-forming curing and sealing compound: ASTM C 1315, Type 1, Class A.

2.7 RELATED MATERIALS

- A. Expansion and isolation joint filler strips ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.

2.8 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Provide concrete to the following criteria:
 - a. Minimum compressive strength: 2500 psi at 28 days.
 - b. Maximum water-cementitious materials ratio: 0.45.
 - c. Slump limit: 4 inches (100 mm) for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch (25 mm).
 - d. Air content: 6 percent, plus or minus 1.5 percent at point of delivery for $\frac{3}{4}$ inch (19 mm) nominal maximum aggregate size.

2.9 CONCRETE MIXING

- A. Ready mix concrete: measure, batch, mix, and deliver concrete according to ASTM C94/C94M, and furnish batch ticket information.
 - a. When air temperature is between 85 and 90 degrees F (30 and 32 deg. C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg. F (32 deg. C), reduce mixing and delivery time to 60 minutes.

2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "manual of Standard Practice".

PART 3: EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR RETARDERS

- A. Plastic vapor retarders: place, protect, and repair vapor retarders according to ASTM E 1643 and manufacturer's written instructions.
 - a. Lab joints twelve inches minimum and seal with manufacturer's recommended tape.
 - b. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 STEEL REINFORCEMENT

- A. General: comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

3.5 JOINTS

- A. General: construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction joints: install so strength and appearance of concrete are not impaired, at locations indicated or as approved by the Engineer or Manager.
- C. Contraction joints in slabs-on-grade: form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

- a. Grooved joints: form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - b. Sawed joints: form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8 inch (3.2 mm) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation joints in slabs-on-grade: after removing formwork, install joint-filler ships at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

3.6 EXAMINATION

- A. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed and positioned securely and will not cause hardship in placing concrete.

3.7 PREPARATION

- A. Thoroughly compact concrete bearing area to a minimum depth of 6 inches. Compaction shall be a minimum of ninety-five percent (95%) relative compaction beneath all foundations.

3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - a. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-weather placement: comply with ACI 306.1.
- D. Hot-weather placement: comply with ACI 301.

3.8 FINISHING FORMED SURFACES

- A. Rough- formed finish: as cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - a. Apply to concrete surfaces.
- B. Smooth-formed finish: as cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - a. Apply to concrete surfaces exposed to public view.
- C. Related unformed surfaces: at tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.9 FINISHING FLOORS AND SLABS

- A. General: comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float finish: consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
 - a. Apply a trowel finish to surfaces indicated.
 - b. Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, 10 foot (3.05 m) long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed inch (6 mm).
- C. Trowel finish: after applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
- D. Trowel and fine-broom finish: apply a first trowel finish to surfaces indicated. While concrete is still plastic, slightly scarify surface with a fine broom.

- a. Comply with flatness and levelness tolerances for trowel finished floor surfaces.
- E. Broom finish: apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

3.10 CONCRETE PROTECTING AND CURING

- A. General: protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation retarder: apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - a. Moisture curing: keep surfaces continuously moist for not less than seven days.
 - b. Moisture-retaining-cover curing: cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - c. Curing compound: apply uniformly in continuous operation by power spray or heavy rainfall within three hours after initial application maintain continuity of coating and repair damage during curing period
After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
 - d. Curing and sealing compound: apply uniformly to floors and slabs indicated in a Continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.11 FIELD QUALITY CONTROL

- A. Testing and inspection: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
 - a. Testing services: tests shall be performed according to ACI 301.
 - b. Comply with all TVCE, PG&E and Caltrans Plans and spec.

END OF SECTION 033000

**SECTION 312300
EXCAVATION AND FILL**

PART 1: GENERAL

1.1 DESCRIPTION

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

1.2 MEASUREMENT AND PAYMENT

- A. Trenching & Backfilling: Payment for this item shall be incidental to the completion of other bid items -no separate payment will be made. Includes excavating trenches and backfilling for all pipe and utilities in the project area.
- B. Cultural Monitor: Payment for this item shall be by the hour, to the nearest hour. Hours are based on the hours noted in the respective Schedule or Option line items in the bid schedule. Payment shall be full compensation for the specified Cultural Monitor as indicated in the bid schedule and includes: on site monitoring; reporting and documentation for daily monitoring activities; possible archaeologically significant areas, potential finds and resulting actions, and final summary report/memorandum for project archaeological monitoring activities; required monitoring during all excavation, fill, and other ground disturbing activities and all appurtenances not otherwise specified in the bid schedule.

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 D 1557 - 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.
- C. Submit information regarding the cultural monitor arranged for construction.
- D. Compaction testing lab.
- E. Compaction test results.
- F. Aggregate base mix.
- G. Slurry mix.
- H. Cultural monitor compliance and contact information.

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.
- I. Loose Rock: Boulders and other detached stones, with a minimum volume of 1 cubic yard
- J. Bedding, Haunching and Initial Backfill Zones: Bedding, Haunching and Initial Backfill zones as defined herein and on the standard thermoplastic pipe trench detailed drawing by PG&E.

K. Native, Import and Select Material Definitions:

- a. Native Material: Soils excavated from the trench in the immediate vicinity of current pipe installation activities.
- b. Import Material: Soils transported from a soil pit stockpile at a location other than the location where trench excavation is taking place.

L. Soil Materials: Soil Materials as summarized in the table below and further defined in ASTM D2487:

<i>USCS Group</i>	<i>Description</i>
GW	Well-Graded Gravel, with less than 5% fines
GP	Poorly-Graded Gravel, with less than 5% fines
SW	Well-Graded Sands, with less than 5% fines
SP	Poorly-Graded Sands, with less than 5% fines
GW-GM or GW-GC	Well-Graded Gravel, with 5-12% fines
GP-GM or GP-GC	Poorly-Graded Gravel, with 5-12% fines
SW-SM or SW-SC	Well Graded Sands with 5-12% fines
SP-SM or SP-SC	Poorly Graded Sands with 5-12% fines

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.

1.8 REGULATORY REQUIREMENTS

- A. Comply with owner-obtained Caltrans encroachment permit.
- B. Obtain and comply with Yurok Tribe water quality control permit
- C. Comply with Yurok Tribe Cultural Resources permit and monitor requirements.

PART 2: PRODUCTS

2.1 IMPORTED PIPE EMBEDMENT

- A. Within CALTRANS right of way use sand bedding.
 - a. Sand shall be clean, sound, and durable natural sand.
 - b. Sand shall be free from clay or organic material, suitable for the purpose intended, uniformly graded from the No. 4 to 200-mesh screen and shall be of such size that 90-100 percent will pass a No. 4 sieve and not more than 8 percent will pass a No. 200 sieve.
 - c. Sand shall have a minimum sand equivalent of 45 when tested in accordance with California Test 217. Compacted unit weight of material not to exceed 110 pcf. No recycled material shall be included in the material.
- B. In areas outside of CALTRANS right of way use sand as embedment unless Engineer determines excavated soil is suitable. 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.

2.2 IMPORTED AGGREGATE BASE

- A. Use imported fill (if required) that complies with the requirements of Caltrans Class 2 Aggregate Base.
- B. Aggregate for Class 2 aggregate base shall be free from organic matter and other deleterious substances, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base. Aggregate may include material processed from reclaimed asphalt concrete or Portland concrete cement materials. The amount of reclaimed material shall not exceed 50 percent of the total volume of the aggregate used.
- C. Aggregate shall conform to the grading and quality requirements shown below. Operating Range and other requirements are per California DOT, standard Specification for Construction of Local Streets and Roads, latest edition.

Sieve Size	Percent Passing by weight
2 inch	---
1-1/2 inch	---
1 inch	100
3/4 inch	87 to 100
No. 4	30 to 65
No. 30	5 to 35
No. 200	0 to 12

2.3 SLURRY CEMENT BACKFILL

- A. General: Conform to California DOT, Standard Specification for Construction of Local Streets and Roads, latest edition, and/or requirements of local road and highway authorities as applicable.
- B. 2-sack concrete slurry per Caltrans Section 19-3.020, Standard Specifications.

2.4 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
1 1/2 in (63mm)	87 to 100
No. 4 (4.75mm)	45 to 100
No. 200 (.075mm)	0 to 34

2.5 BEDDING, HAUNCHING AND INITIAL BACKFILL MATERIAL

- A. Within CALTRANS right of way use sand bedding.
- B. In areas outside of CALTRANS right of way use sand as embedment unless Engineer or Project Manager determines excavated soil is suitable.

2.5 FINAL BACKFILL MATERIAL

- C. Within Caltrans right of way use Class 2 aggregate base compacted to 95% OR concrete slurry mix.
- D. Outside of Caltrans right-of-way use native soil, if deemed suitable by project Engineer or Project Manager, compacted to 90%, except install a 6 inch thick layer of Caltrans Class 2 aggregate base below top-of-grade.
- E. Comply with Caltrans encroachment permit.

2.6 CULTURAL MONITOR

- A. Comply with Yurok Tribe Cultural Resources Management Permit and onsite monitoring requirements.

PART 3: EXECUTION

3.1 GENERAL

- A. Conform to applicable safety laws, including, but not limited to, OSHA 29 CFR Pai1926, and Title 8 of the California Code of Regulations (T8 CCR).
- B. Comply with Caltrans encroachment permit.
- C. Obtain and comply with Yurok Tribe water quality control permit.
- D. Comply with Yurok Tribe Cultural Resources Management Permit.
- E. Repair damage resulting from settlement, slides, cave-ins, water pressure, and other causes.
- F. Provide traffic control and other temporary provisions in accordance Caltrans encroachment permit conditions.

3.2 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 outcroppings, 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.

3.3 EXCAVATION

- A. Use open cut method on all excavation unless otherwise shown on the drawings, required by permit, as indicated in the bid schedule, or approved in writing by the Project Engineer.
- B. Strip and stockpile existing topsoil.
- C. Remove brush, tress and stumps from excavation and site.
- D. Stockpile excavated material in designated areas on site. Any material not utilized for construction purposes may be spread onsite or removed from the site as designated by the Project Engineer or Manager
- E. Maintain surface drainage away from trenching or excavation.
- F. If trench is more than 5 feet in depth, the contractor must conform to OSHA and Cal OSHA guidelines on Trench Safety and Shoring. In addition the contractor must conform to all other State and County requirements for Trench Safety and Shoring.
- G. Contractor will be responsible for disposal of excavated materials during excavation. Contractor must identify construction disposal site(s). If excavated materials are to be disposed of on Tribal Trust lands, it will be done through Tribal Ordinance and/or approval through a designated Tribal Representative. If Contractor disposes excavated materials on land elsewhere, approval will be through appropriate City or County representative, or local landowner; the Tribe will not be liable for the disposal.

3.4 CLASSIFICATION OF EXCAVATION

- A. All excavation with equipment commonly used in the industry is classified as common excavation (except for drilling and blasting).
- B. All material drilled and blasted for removal is classified as rock excavation. Inform the Project Engineer prior to rock excavation to determine pay measurement.

3.5 TRENCH EXCAVATION

- A. Cut trenches sufficiently wide to enable installation and inspection. Remove water or materials that interfere with work. When ground water 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 and refill addition with imported pipe embedment. Remove large rock, boulders, and large stones to provide 6 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 200 feet during active construction. No open trench areas allowed during non-working hours. Comply with Caltrans encroachment permit requirements regarding trenches for entire project.
- J. Stockpile excavated material in designated area on site, and remove excess material from site.
- K. If open trenches in excess of this specification result in the wetting of moisture-sensitive stockpiled materials, such that the moisture content makes it impossible to meet compaction requirements, the contractor shall provide imported material that complies with these specifications and haul away the wet materials at no expense to the project or the Owner.

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 sand as embedment unless Engineer, Manager or PG&E determines excavated soil is suitable. Unsuitable material is defined as incapable of being compacted to specified density with optimum moisture content, solid or loose rock, and lump material larger than 1 inch, organic matter, or debris.
- B. For final backfill within Caltrans Right of Way, use aggregate base compacted to 95% compaction or slurry as per Caltrans encroachment permit for the project. For final backfill outside of Caltrans Right of Way, Use aggregate base or native soil if deemed suitable by the project engineer or manager. 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.

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

3.8 BEDDING

- A. Install a minimum of 6-inches of Imported Pipe Embedment for bedding.
- B. Compaction of Bedding: Meet the following density requirements based on ASTM D1557:

<i>Location</i>	<i>Percent of Max. Dry Density Required</i>
Areas Traveled By Vehicular Traffic, Road Shoulders, Rights-of-Way	90o/c
Unimproved Surfaces or Fields	80o/c

3.9 HAUNCHING AND INITIAL BACKFILL

- A. General
 - 1. Provide complete and uniform bearing and support for the pipe, including allowance for bell holes.

2. Work material under the pipe haunches and around the pipe to ensure full pipe support.
 3. Place material in lifts no greater than 6-inches thickness in loose measure.
 4. Install initial backfill to a depth of 6-inches over the crown of the pipe.
- B. Material Usage: Imported Pipe Embedment.
- C. Compaction of Haunching and Initial Backfill:
1. Compact haunching material and initial backfill using walk-behind vibratory plate compactor or manual hand-tamping tools
 2. Ensure no contact between compacting equipment and the pipe.
 3. Prohibited Compaction Equipment for Haunching and Initial Backfill:
 - a. hoe-pack
 - b. hydrohammer
 - c. rammer-tamper
 - d. vibratory rollers
 4. Prevent movement of the pipe during placement or compaction of material.
 5. Meet the following density requirements based on ASTM D1557:

<i>Location</i>	<i>Percent of Max. Dry Density Required</i>
Areas of Recent Fill or Embankment	95%
Areas Traveled By Vehicular Traffic, Road Shoulders, Rights-of-Way	90%
Unimproved Surfaces or Fields	80%

3.10 | II 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 by PG&E

- C. Use excavated soil as final backfill material unless Engineer or Project Manager 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.

3.11 CEMENT SLURRY BACKFILLING

- A. Comply with CALTRANS Section 19-3.03F, Standard Specifications.
- B. Compacted earth plugs or other suitable system shall be placed at the ends of the trench to receive slurry backfill to completely contain the slurry in the trench.
- C. Place cement within 1 hour after mixing.
- D. Place in a uniform manner that will prevent voids in, or segregation of, the backfill, and will not float or shift the pipe.
- E. Backfilling over or placing any material over the slurry cement backfill shall not commence until 4 hours after the slurry has been placed, except that when concrete sand is used for the aggregate and the in-place material is free draining, back filling may commence as soon as the surface water is gone.
- F. Cement Slurry Backfill shall not be used where it will be in contact with aluminum and aluminum coated materials.
- G. See General paragraph herein for additional requirements regarding concrete washout.

3.12 COMPACTION

- A. Sheepfoot rollers, vibratory rollers, multiple-wheel pneumatic-tired rollers, or other types of compacting equipment shall accomplish compaction. Equipment shall be of such design that it will be able to compact fill to the density specified. Compaction shall make sufficient trips to insure that the desired density has been obtained throughout the entire fill.
- B. Compact final backfill to the percentage of maximum dry density as determined by ASTM D1557 unless otherwise specified by permit or authority. All required densities noted above comply with ASTM D1557.
- C. If State of California, Department of Transportation, California Test 216, is used in lieu of ASTM D1557, modify Percent of Maximum Dry Density as follows 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

3.13 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 or Manager.
 - 2. Test results from tests prior to construction will be made available to the contractor.
 - 3. Testing is at the Contractor'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.

3.14 PROTECTION OF FINISHED WORK

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

3.15 CULTURAL MONITOR

- A. Comply with Yurok Tribe Cultural Resources Management Permit and onsite monitoring requirements.

END OF SECTION 312300

**SECTION 312500
EROSION AND SEDIMENT CONTROL**

PART I GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Clearing and Grubbing: Section 311100
- B. Excavation and Fill: Section 312300.
- C. Division 32.
- D. Division 33.

1.2 REFERENCES

- A. Erosion and Sediment Control Guidelines: Conform to the latest regulations set forth by the North Coast Regional Water Quality Control Board.
- B. Storm Water Management: Conform to the latest state of California requirements set forth by the North Coast Regional Water Quality Control Board.
- C. Yurok Tribe Water Quality Control Permit: Obtain and comply with Yurok Tribe Water Quality Control Permit.

1.3 SUBMITTALS

- A. Yurok Tribe water quality control permit.
- B. Silt fence materials.

1.3 RESPONSIBILITY

- A. During construction conduct operations in such a manner as to prevent or reduce to a minimum any damage to any water body from pollution by debris, sediment, chemical or other foreign material, or from the manipulation of equipment and/or materials in or near a stream or ditch flowing directly to a stream. Any water which has been used for wash purposes or other similar operations which become polluted with sewage, silt, cement, concentrated chlorine, oil, fuels, lubricants, bitumens, or other impurities shall not be discharged into any water body.
- B. In the event of conflict between these specifications and the regulation of other Federal, State, or local jurisdictions, the more restrictive regulations shall apply.

- C. The Contractor shall adhere to all requirements of the Yurok Tribe Water Quality Control Permit. Comply with all applicable regulatory requirements.

14 DESCRIPTION

- A. The Work shall consist of furnishing, installing, inspecting, maintaining, and removing soil and erosion control measures as shown on the contract documents or as ordered by the Director's Representative during the life of the contract to provide erosion and sediment control.
- B. Temporary structural measures provide erosion control protection to a critical area for an interim period. A critical area is any disturbed, denuded slope subject to erosion. These are used during construction to prevent offsite sedimentation. Temporary structural measures shall include check dams, construction road stabilization, stabilized construction entrance, dust control, earth dike, level spreader, perimeter dike/swale, pipe slope drain, portable sediment tank, rock dam, sediment basin, sediment traps, silt fence, storm drain inlet protection, straw/hay bale dike, access waterway crossing, storm drain diversion, temporary swale, turbidity curtain, water bars or other erosion control devices or methods as required.
- C. Permanent structural measures also control protection to a critical area. They are used to convey runoff to a safe outlet. They remain in place and continue to function after completion of construction. Permanent structural measures shall include debris basins, diversion, grade stabilization structure, land grading, lined waterway (rock), paved channel, paved flume, retaining wall, riprap, rock outlets, and stream bank protection or other erosion control devices or methods as required.
- D. Vegetative measures shall include brush matting, dune stabilization, grassed waterway, vegetating waterway, mulching, protecting vegetation, seeding, sod, straw/hay bale dike, stream bank protection, temporary swale, topsoil, and vegetating waterways.
- E. Biotechnical measures shall include wattling (live fascines, brush matting, brush layering, live cribwall, and branchpacking) vegetated rock gabions, live staking, tree revetment, and fiber rolls.
- F. Weekly inspections will be completed by the Director's Representative. Comply with and correct all deficiencies found as a result of these inspections. At the end of the construction season when soil disturbance activities will be finalized or suspended until the following spring, the frequency of the inspections may be reduced. If soil disturbance is completely suspended and the site is properly stabilized, a minimum of monthly inspections must be maintained. The stabilization activities must be completed before snow cover or frozen ground.

If vegetation is required, seeding, planting and/or sodding must be scheduled to avoid die-off from fall frosts and allow for proper germination/establishment. Weekly inspections must resume no later than March 15.

1.5 DEFINITIONS -TEMPORARY STRUCTURAL MEASURES

- A. Check Dam: Small barrier or dam constructed of stone, bagged sand or gravel to reduce velocity of flow.
- B. Construction Road Stabilization: Stabilization of construction roads to control erosion.
- C. Stabilized Construction Entrance: A stabilized pad of aggregate underlain with geo-textile where traffic enters a construction site to reduce or eliminate tracking of sediment to public roads.
- D. Dust Control: Prevent surface and air movement of dust from disturbed soil surfaces.
- E. Earth Dike: A temporary berm or ridge of compacted soil, located to channel water to a sediment trapping device.
- F. Level Spreader: A non-erosive outlet for concentrated runoff to disperse flow uniformly across a slope.
- G. Perimeter Dike/Swale: A temporary ridge of soil excavated from an adjoining swale located along the perimeter of the site or disturbed area to prevent runoff from entering a disturbed area and preventing sediment laden runoff from leaving a construction site.
- H. Pipe Slope Drain: A structure placed from the top of a slope to the bottom of a slope to convey runoff without causing erosion.
- I. Portable Sediment Tank: A compartmented tank to which sediment laden water is pumped to retain sediment before pumping the water to adjoining drainage ways.
- J. Rock Dam: A rock embankment located to capture sediment.
- K. Sediment Basin: A barrier constructed across a drainage way to intercept and trap sediment.
- L. Sediment Traps: A control device formed by excavation to retain sediment at a storm inlet or other points of collection.
- M. Silt Fence: A barrier of geo-textile fabric installed on contours across the slope to intercept runoff by reducing velocity. Replace after 1 year.

- N. Storm Drain Inlet Protection: A semi-permeable barrier installed around storm inlets to prevent sediment from entering a storm drainage system.
- O. Straw/Hay Bale Dike: Intercept sediment laden runoff by reducing velocity. Replace after 3 months.
- P. Access Waterway Crossing: A structure placed across a waterway to provide circulation for construction purposes.
- Q. Storm drain Diversion: The redirection of a storm drain line or outfall channel for discharge into a sediment trapping device.
- R. Temporary Swale: A temporary excavated drainage swale.
- S. Turbidity Curtain: A flexible, impenetrable barrier used to trap sediment when construction occurs within water bodies or along a shoreline.
- T. Water Bars: A ridge or channel constructed diagonally across a sloping road or tight-of-way.

1.6 DEFINITIONS -PERMANENT STRUCTURAL MEASURES

- A. Diversion: A parabolic or trapezoidal swale with a supporting ridge on the lower side constructed across a slope to intercept and convey runoff to stable outlets at non-erosive velocities.
- B. Debris Basin: A barrier or dam constructed across a waterway to form a basin for catching and storing sediment or debris that gives protection downstream.
- C. Grade Stabilization Structure: A structure to stabilize the grade by providing channel linings that can withstand high velocities.
- D. Lined Waterway (rock): A waterway lined with stone to dispose of high velocity runoff.
- E. Paved Channel (concrete): A waterway lined with concrete to dispose of high velocity runoff.
- F. Paved Flume: A concrete lined channel to convey water down a steep slope.
- G. Retaining Wall: A structural wall constructed to prevent soil movement down steep slopes.
- H. Riprap: A layer of stone designed to protect slopes that are subject to erosion.

- I. Rock Outlets: Rock placed at the outlet end of culverts, conduits or channels.
- J. Stream Bank Protection: Stabilization of eroding stream banks through use of riprap, gabions or pre-cast concrete units.

1.7 DEFINITIONS -VEGETATIVE MATERIALS MEASURES

- A. Brush Matting: Hardwood brush layered along a stream bank with a grid of stakes and wire. This acts as a mulch for seedlings established in the bank.
- B. Dune Stabilization:
- C. Grassed or Vegetating Waterway: A parabolic or trapezoidal channel below adjacent ground level stabilized by vegetation to convey water without causing erosion.
- D. Mulches: Hay, straw, wood cellulose, fiber mats, flexible growth medium and other materials approved by the Director's Representative.
- E. Protecting Vegetation: Protecting trees, shrubs, ground cover and other vegetation from damage.
- F. Temporary Seeding: Erosion control protection to a critical area for an interim period. A critical area is any disturbed, denuded slope subject to erosion.
- G. Permanent Seeding: Grasses established and combined with shrubs to provide perennial vegetative cover on disturbed, denuded, slopes subject to erosion.
- H. Sod: Used where a quick vegetative cover is required.
- I. Straw/Hay Bale Dike: Intercept sediment laden runoff by reducing velocity. Replace after 3 months.
- J. Stream Bank Protection: Stabilization of eroding stream banks through use of vegetation.
- K. Temporary Swale: A temporary excavated drainage swale.
- L. Topsoil: Placed before permanent seeding or sod is installed.

1.8 DEFINITIONS -BIOTECHNICAL MATERIALS MEASURES

- A. Vegetative Rock Gabions: A combination of vegetation and rock gabions for slope stabilization. Live branch cuttings are layered through the gabion protruding beyond the face of the gabion.

- B. Live Fascines: Bundles of branches staked into shallow trenches which are then filled with soil. They are orientated along a contour and placed in multiple rows.
- C. Brush Matting: Hardwood brush layered along a stream bank with a grid of stakes and wire. This acts as a mulch for seedlings established in the bank
- D. Live Staking: Large stakes sharpened at the bottom end and forced vertically into the ground.
- E. Brush Layering: Stabilize slope areas above the flow line of stream banks. Long branches are placed with cut ends into a terraced slope.
- F. Live Crib Wall: A combination of vegetation and structural elements used along streams where flowing water is a hazard. Layers of logs are alternated with long branches protruding out between them.
- G. Tree Revetment: Used for bank stabilization by placing tree trunks and branches overlapped and anchored to absorb energy, reduce velocity and capture sediment.
- H. Branch Packing: Alternates live branch cuttings and tamped backfill to repair small localized holes in slopes. Used for areas less than 4' deep and 6' wide.
- I. Fiber Roll: A coconut fiber, straw, or excelsior woven roll encased in a netting of jute, nylon, or burlap to dissipate water energy and provide a medium for introduction of herbaceous vegetation. Anchor into a bank and provide suitable backfill behind the roll where vegetation can be planted.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Plant Materials for biotechnical slope protection: Locate stands of specified species and obtain approval to harvest material from these stands or obtain from managed production beds that are maintained for commercial distribution. Install all plant materials within 8 hours of cutting or provide proper storage.
 - 1. Shrub willows: "Streamco" purpleosier willow, and "Bankers" dwarf willow.
 - 2. Redosier Dogwood
- B. Seeding: Permanent see Section 329219.

2.2 COMPANIES- TEMPORARY STRUCTURAL

- A. Mirafi, 365 South Holland Drive, Pendergrass, Ga, 30567, (888) 795-0808, www.mirafi.com.

- B. North American Green, 14649 Highway 41 North, Evansville, IN 47725, (800) 772-2040, www.nagreen.com.
- C. Siltlam Inc., P.O. Box 960, Brockton MA, 02303, (800) 699-2374, www.spilldam.com.
- D. Nedia Enterprises, Inc., 22187 Vantage Pointe Place, Ashburn, VA 20148, (888) 725-6999, www.nedia.com.
- E. Belton Industries, 5600 Oakbrook Parkway, Norcross GA., 30093, (800) 225-4099, www.beltonindustries.com.
- F. KriStar, 1219 Bliggs Ave., Santa Rosa, CA 95401, (800) 579-8819, www.kristar.com.
- G. Rolanka International Inc., 155 Andrew Drive, Stockbridge GA 30281, (800) 760-3215, www.rolanka.com.
- H. Apex Resources Inc., 12910 Shelbyville Road, Louisville, KY 40243 (888) 677-2739, www.apexr.com.
- I. MonoSol, LLC, 707 E. PL., MelTillville, IN 46410 (800) 237-9552, www.ten-aloe.com.
- J. Brockton Equipment Inc., P.O. Box 960, Brockton, MA 02303 (800) 699-2374, www.spilldam.com.
- K. Aer-Flo Inc., 4455 St. East, Bradenton, FL 34203 (800) 823-7356, www.aerflo.com.
- L. Contech Construction Products Inc., 9025 Centre Point Drive, Suite 400, West Chester, Ohio 45069, (800) 338-1122, www.contech-cpi.com.

2.3 COMPANIES-PERMANENT STRUCTURAL

- A. Contech Construction Products Inc., 9025 Centre Point Drive, Suite 400, West Chester, Ohio 45069, (800) 338-1122, www.contech-cpi.com.

2.4 COMPANIES-VEGETATIVE

- A. Nedia Enterprises, Inc., 22187 Vantage Pointe Place, Ashburn, VA 20148, (888) 725-6999, www.nedia.com.
- B. Agrecol Corporation, 2918 Agriculture Drive, Madison, WI, 53718, (608) 226-2544 www.agrecol.com

2.5 COMPANIES-BIOTECHNICAL

- A. Rolanka International Inc., 155 Andrew Drive, Stockbridge, GA 30281, (800) 760-3215, www.rolanka.com.
- B. Nedia Enterprises, Inc., www.nedia.com.
- C. Kristar (800) 579-8819.

PART 3 EXECUTION

3.1 WORK AREAS

- A. The Project Engineer or Tribe has the authority to limit the surface area of erodible earth exposed by earthwork operations and to direct the Contractor to provide immediate temporary or permanent erosion measures to minimize damage to property and contamination of watercourses and water impoundments. Under no circumstances will the area of erodible earth material exposed at one time exceed 50,000 sq. ft. The Director's Representative may increase or decrease this area of erodible earth material exposed at one time as determined by his analysis of project, weather and other conditions. The Director's Representative may limit the area of clearing and grubbing and earthwork operations in progress commensurate with the Contractor's demonstrated capability in protecting erodible earth surfaces with temporary, permanent, vegetative or biotechnical erosion control measures.
- B. Schedule the work so as to minimize the time that earth areas will be exposed to erosive conditions. Provide temporary structural measures immediately to prevent any soil erosion.
- C. Provide temporary seeding on disturbed earth or soil stockpiles exposed for more than 7 days or for any temporary shutdown of construction. In spring, summer or early fall apply rye grass at a rate of 1 lb/ 1000 sq.ft. In late fall or early spring, apply certified Aroostook Rye at a rate of 2.5 lbs./ 1000 sq. ft. Apply hay or straw at a rate of 2 bales/1000 sq. ft. or wood fiber hydromulch at the manufacturer's recommended rate. Hay or straw shall be anchored.
- D. Coordinate the use of permanent controls or finish materials shown with the temporary erosion measures.
- E. All erosion and sediment control devices must be maintained in working order until the site is stabilized. All preventative and remedial maintenance work,

including clean out, repair, replacement, re-grading, re-seeding, or re-mulching, must be performed immediately.

- F. After final stabilization has been achieved temporary sediment and erosion controls must be removed. Areas disturbed during removal must be stabilized immediately.

END OF SECTION 312500

SECTION 321300
ASPHALTIC CONCRETE PAVING (RIGID)

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Asphaltic concrete paving.
- B. Aggregate base course.

1.2 MEASUREMENT

- A. Asphalt Concrete Paving: Paid by the Ton. Includes saw cutting of existing pavement, removal of existing pavement, asphalt concrete pavement, tack coating surfaces, placing, compacting, and rolling, furnishing mix design, and testing.
- B. Aggregate Base: Payment for this item shall be incidental to the completion of other bid items – no separate payment will be made. Includes subgrade preparation, supply of aggregate base, preparation and compaction of aggregate base, and testing.

1.3 REFERENCES

- A. State of California, Department of Transportation, Standard Specifications
://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/1999_StdSpecs_99StdSpecs.pdf,
latest edition.
- B. Division 31: Earthwork

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with State of California, Department of Transportation, Highway 169 encroachment permit and related regulations.
- B. Obtain materials from same source throughout the life of the project.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt when ambient air or base surface temperature is less than 40 degrees Fahrenheit, or when the receiving surface is wet or frozen.

1.6 SUBMITTALS

- A. Contractor must submit mix design to the Engineer or Manager for approval prior to placement of material in the field.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Asphalt Concrete Pavement: Type A, ½ inch Maximum Medium, In accordance with State of California, Department of Transportation, Standard Specifications July 2006, Section 39.
- B. Aggregate for Base Course: ¾ - Class 2, In accordance with State of California, Department of Transportation, Standard Specifications July 2002, Section 26.
- C. Primer: In accordance with State of California, Department of Transportation, Standard Specifications July 2006.
- D. Tack Coat: In accordance with State of California, Department of Transportation, Standard Specifications July 2006.
- E. Fog stripping: In accordance with State of California, Department of Transportation, Standard Specifications July 2006.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Contractor to receive confirmation of acceptance of aggregate base prior to installation of asphalt.
- B. Contractor to verify the compacted sub-grade is ready to support paving and imposed loads with the Engineer or Caltrans. Day of paving dressing/grading and re-compaction of aggregate base will be required as a precautionary measure.

3.2 PLACING AGGREGATE BASE

- A. Install Work in accordance with State of California, Department of Transportation, Standard Specifications current edition.

3.3 PREPARATION - PRIMER

- A. Apply primer in accordance with State of California, Department of Transportation, Standard Specifications current edition.

3.4 PREPARATION - TACK COAT

- A. Apply tack coat in accordance with State of California, Department of Transportation, Standard Specifications current edition.

3.5 PLACING ASPHALT PAVEMENT

- A. Install Work in accordance with State of California, Department of Transportation, Standard Specifications current edition. Section 39, and Caltrans encroachment permit.
- B. Compact pavement by rolling to a minimum of ninety-five percent of the maximum density as determined by nuclear investigation per Cal 216. Compaction tests shall be taken at a minimum frequency of one test for every five hundred tons, or one test per shift. Hand compact in areas inaccessible to rolling equipment. Compaction testing will be provided by the Owner, and a log will be kept of tests taken and results obtained. Contractor is encouraged to establish a methodology of installation and compaction with the Engineer and to administer such methodology throughout the project.
- C. Perform rolling with consecutive passes to achieve even and smooth finish free of roller marks.

3.6 TOLERANCES

- A. Flatness: Maximum variation of $\frac{1}{4}$ inch measured with a 10-foot straight edge.

3.7 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury until surface temperature is less than 140 degrees Fahrenheit.

3.8 FOG STRIPPING

- A. Provide thermoplastic fog stripping where disturbed by work in accordance with Caltrans encroachment permit.

END OF SECTION 321300