

KARUK TRIBE HOUSING AUTHORITY

P.O. Box 1159 • 635 Jacobs Way
Happy Camp, CA 96039
Ph: (530) 493-1414 • Fax: (530) 493-1415



1836 Apsuun Street
Yreka, CA 96097
Ph: (530) 842-1644 • Fax: (530) 842-1646

NOTICE TO BIDDERS

Today's Date:	April 15, 2024
General Description:	The Karuk Tribe Housing Authority (KTHA) requests sealed bids for all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work. The Humboldt County Building Permit and Cal Trans Encroachment Permit have already been obtained by the Owner for this work on Fee Land (APN: 529-111-007).
Contact Information:	Karuk Tribe Housing Authority 635 Jacobs Way, PO Box 1159 Happy Camp, CA 96039 Felicia Wolfenden, (530) 493-1414, Extension 3110, fwolfenden@karuk.us
Project Manager:	Doug Goodwin (530) 598-3911, dgoodwin2@karuk.us
Project Name:	Orleans RV Park Site Work and Infrastructure
SITE VISIT:	Site Visit Mandatory Contact Doug Goodwin to schedule.
Bid Submission Criteria:	Hand/UPS/Fedex: 635 Jacobs Way, Happy Camp, CA 96039 USPS: PO Box 1159, Happy Camp, CA 96039 Faxes WILL NOT be accepted.
Bid Opening:	Wednesday June 12, 2024 at 2pm 635 Jacobs Way, Happy Camp, CA 96039

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**Orleans RV Park Site Work and Infrastructure
38030 Highway 96
Orleans, California
Humboldt County, California**

**for the
Karuk Tribe Housing Authority**

Issued: April 15, 2024

**Karuk Tribe Housing Authority
635 Jacobs Way
PO Box 1159
Happy Camp, California 96039
Telephone: (530) 493-1414**

**Sara Spence
Executive Director**

**Project Manager
Doug Goodwin
Construction Manager
Telephone: (530) 598-3911
dgoodwin2@karuk.us**

**Prepared by
Felicia Wolfenden
Executive Assistant
Telephone: (530) 493-1410
fwolfenden@karuk.us**

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A pre-bid site visit is required prior to submitting a bid. **Contact Doug Goodwin to schedule an appointment at (530) 598-3911 or dgoodwin2@karuk.us.**

Questions:

Contact Doug Goodwin (530) 598-3911, dgoodwin2@karuk.us, with questions..

ADVERTISEMENT FOR BIDS

The Karuk Tribe Housing Authority (KTHA) requests sealed bids for all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work. The Humboldt County Building Permit and Cal Trans Encroachment Permit have already been obtained by the Owner for this work on Fee Land (APN: 529-111-007).

Bids may be delivered by hand, FedEx, or UPS to the Happy Camp office of the KTHA located at 635 Jacobs Way, or mailed to PO Box 1159, both in Happy Camp, CA 96039, until **2pm, Wednesday June 12, 2024** at which time the sealed bids will be publicly opened and read aloud in the Conference Room of the KTHA Office located at 635 Jacobs Way, Happy Camp, CA 96039.

MANDATORY PRE-BID SITE VISIT: A pre-bid site visit is required prior to submitting a bid. **Contact Doug Goodwin at (530) 598-3911 or dgoodwin2@karuk.us to schedule.**

Preference in the award of this contract shall be given to qualified Indian-owned economic enterprises that are at least 51% Indian owned and controlled in accordance with the KTHA procurement policy. Any contractor claiming Indian preference shall complete and submit, with his bid, the form entitled "Statement of Qualifications, Alaska Native or Indian Owned Enterprise" which is included in the bidding package.

For more information contact:

Karuk Tribe Housing Authority
635 Jacobs Way
Happy Camp, California 96039
Telephone: (530) 493-1414
Email: fwolfenden@karuk.us
Website: <http://www.ktha.us/>

INFORMATION FOR BIDDERS

BID SUBMITTALS AND CONDITIONS

Bids may be delivered by hand, Fedex, or UPS to the Happy Camp office of the Karuk Tribe Housing Authority (KTHA, herein called the "Owner") located at 635 Jacobs Way or by mail to PO Box 1159, both in Happy Camp, CA 96039, until **2pm, Wednesday June 12, 2024** at which time the sealed bids will be publicly opened and read aloud in the Conference Room of the KTHA Office located at 635 Jacobs Way, Happy Camp, CA 96039.

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

1. Bid/Bid Schedule
2. Bid Bond
3. Contractor's Questionnaire
4. Non-Collusive Affidavit
5. Statement of Qualifications for Indian Preference
6. Tribal Employment Rights Office Compliance Plan
7. Byrd Anti-Lobbying Certification

Each bid must be submitted in a sealed envelope, addressed to Sara Spence, Executive Director, Karuk Tribe Housing Authority and either delivered by hand, FedEx, or UPS to 635 Jacobs Way or by mail to PO Box 1159, both in Happy Camp, CA 96039. The sealed envelope containing the bid must be plainly marked on the outside as bid for the **Orleans RV Park Site Work and Infrastructure** and the envelope should also bear on the outside the name of the bidder, his address, and his license number.

If forwarded by mail, the bid must be **received by the date and time of bid deadline**. Any bids received after the time and date of opening resulting from untimely delay due to the mail system or other methods of conveyance will not be accepted.

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.

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. Each signature page must bear an original signature, whether within or separate from this document.

Bona Fide bidders shall have a current California Contractor's License or Specialty Contractor's License, appropriate for the nature of work to be performed, and be properly Insured and able to obtain required Bonds.

Karuk Tribal Wage Rates shall apply: See Section P

After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. No bidder may withdraw a bid within ten (10) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidder.

BID REVIEW AND AWARD

The Owner may waive any informalities or minor defects or reject any and all bids.

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

BIDDING INFORMATION

The Owner shall provide to bidders prior to bidding:

1. A package containing the bid and contract documents necessary to construct the project.
2. All information which is pertinent to, and delineates and describes the land owned and rights of way acquired or to be acquired.
3. A pre-bid site visit is mandatory, bids will be accepted only from parties who have attended the pre bid site visit.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule (if any) by examining the site and reviewing the drawings and specifications including addenda (if applicable). The failure or omission to do this shall in no way relieve any bidders from any obligation in respect to his bid.

Requests for clarification must be in writing, addressed to the Owner, and received at least three working days prior to the bid opening date. Owner provided clarifications and supplemental instructions will be issued as addenda to the specifications and provided to all Plan Holders no later than two working days prior to the bid opening date.

CONTRACTOR QUESTIONNAIRE AND FINANCIAL STATEMENT FORM

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

NON-COLLUSIVE AFFIDAVIT

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

INDIAN PREFERENCE

This Contract shall be executed in accordance with the Karuk Tribe's TERO Ordinance and Procurement Policy. All bidders requesting Indian preference shall submit their request for Indian preference to the Karuk Housing Authority office at least one week before the bid submittal date for approval.

TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

All bidders acknowledge that a 2% TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, provided that the total contract or annual gross revenues meet or exceed \$2,500. Contact Dion Wood at (530) 493-1600, extension 2030, for questions regarding TERO.

TRIBAL SALES TAX (Trust Land)

All bidders acknowledge that Karuk Tribal Sales Tax is 6% and will be paid for all materials purchased in conjunction with this contract and delivered to Karuk Tribal Trust Land. Contractor shall apply for and receive a California Seller's Permit (AKA: California State Board of Equalization Resale Number) prior to the commencement of work under this contract. The requirement for the Seller's Permit is to allow the Contractor to obtain materials and fixtures from the supplier without paying tax. The Contractor may then resell the materials and fixtures to the Owner on Karuk Tribal Lands before installation. Nothing herein shall allow the Contractor to charge more than the actual price/value of the materials and fixtures provided. Title to the materials and fixtures transfers to the Owner (Karuk Tribe Housing Authority) on the Karuk Tribal Lands and prior to the installation of the materials by Contractor.

CULTURAL MONITORING

Cultural Monitoring will be required. Cultural Monitors will be employees of the Karuk Tribe. Contractor must provide at least 72 hours' notice to the Project Manager, Doug Goodwin, prior to digging in previously undisturbed soil. A monitor will be dispatched to the site by the Karuk Tribal Historic Preservation Officer (THPO).

BONDING REQUIREMENTS

Bid, Performance, and Payment bonds will be required for this project.

Bid bonds totaling 5% of the total bid and payable to the Owner shall accompany any bid. A cashier's check may be used in lieu of a bid bond. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the Payment and Performance bonds have been executed and approved, after which it will be returned.

Performance and Payment bonds, each totaling 100% of the Contract price, with a corporate surety approved by the Owner, shall be provided to the Owner when the Agreement is executed.

Attorneys-in-fact who sign Bid, Payment, and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

BONDING ALTERNATIVES

There may be circumstances under which bonding requirements are inconsistent with other responsibilities and obligations of the recipient. In such circumstances, acceptable methods to provide performance and payment assurance may include:

- (i) Deposit with the recipient of a cash escrow of not less than 20 percent of the total contract price, subject to reduction during the warranty period, commensurate with potential risk;
- (ii) Letter of credit for 25 percent of the total contract price, unconditionally payable upon demand of the recipient, subject to reduction during any warranty period commensurate with potential risk; or
- (iii) Letter of credit for 10 percent of the total contract price, unconditionally payable upon demand of the recipient, subject to reduction during any warranty period commensurate with potential risk, and compliance with the procedures for monitoring of disbursements by the contractor.

NOTICE OF AWARD

The Owner may make such investigations, as they deem necessary to determine the ability of the bidder to perform the work. Bidders shall be prepared to furnish such information and data for this purpose at the Owner's request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

The successful bidder will be required to execute an Agreement and obtain the Performance and Payment bond, if required, within ten calendar days from the date when the Notice of Award is delivered to the bidder. In case of failure of the bidder to execute the Agreement, the Owner may at their option consider the bidder in default, in which case any bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten days of receipt of the Agreement and any required Performance and Payment bonds signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

NOTICE TO PROCEED

The Owner will issue the Notice to Proceed within ten days after the Agreement is fully executed, and all necessary documentation has been provided. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

OTHER REQUIREMENTS

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

The successful bidder shall abide by the requirements under Executive Order 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the General Conditions.

The successful bidder shall supply the names and addresses of major material suppliers and subcontractors to the Owner within ten days of receipt of Notice to Proceed.

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

BID

Proposal of _____

(hereinafter called "**Bidder**"), organized and existing under the laws of the State of _____, doing

business as _____

(a corporation, a partnership, an individual, etc.)

to the Karuk Tribe Housing Authority (hereinafter called "**Owner**").

In compliance with your Advertisement for Bids, bidder hereby proposes to provide all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work, and complete the work within the time set forth therein, and at the prices stated in the Bid Schedule.

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

Bidder hereby agrees to commence work under this Contract within 10 calendar days of the issuance of a Notice to Proceed and to fully complete the Project within 120 consecutive calendar days following receipt of building permits (if permitted). Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as provided in Section 25 of the General Provisions (Time for Completion and Liquidated Damages).

Bidder agrees to perform all the work described in the Contract documents for the unit prices or lump sum stated in the Bid Schedule.

Bidder acknowledges receipt of the following:

1. Orleans Site Work and Infrastructure Notice to Bidders, 77 Pages.
2. Orleans Housing Development Plans, Dated: 12/2023, 20 pages.
3. Technical Specifications, Dated: 4/15/2024, 11 Pages.
4. Onsite Wastewater Treatment System Design & Cumulative Impact Study Report, Last Revised: 9/2022, 62 Pages.
5. Stormwater Pollution Prevention Plan (SWPPP), Dated: 10/10/2023, 175 Pages.

BID SCHEDULE

PROJECT DESCRIPTION

This is a construction contract for all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work. The Humboldt County Building Permit and Cal Trans Encroachment Permit have already been obtained by the Owner for this work on Fee Land (APN: 529-111-007). Bidders must submit pricing for each component of work shown in the bid schedule, and the total of items must equal the total bid.

Bid Item #	Description	Unit	Quantity	Unit Price	Item Total
000000-01	General Conditions	LS	1		
015000-01	Temporary Facilities	LS	1		
017100-01	Mobilization/Demobilization	LS	1		
024000-01	Demolition	LS	1		
311100-01	Clearing & Grubbing	LS	1		
312200-02	Site Grading	LS	1		
312500-01	Erosion Controls	LS	1		
321100-01	¾"- Class 2 AB (Access Road & Parking)	Ton	600		
321300-01	1/2" Type A Hot Mix Asphalt	Ton	470		
321300-02	Striping, Pavement Markings, & Signage	LS	1		
321600-01	PCC CT A87A Type A1-6 Curb	LF	1,280		
331100-01	Water: Connect to Existing Main	LS	1		
331100-02	Water: 6" HDPE DR11 Main	LF	365		
331100-03	Water: 6" Gate Valve Assembly	EA	2		
331100-04	Water: Service Stub Out	EA	8		
331100-05	Water: 4" Warf Hydrant Assembly	EA	1		
331100-06	Water: 2" PE Water Main	LF	90		
333000-01	Sewer: Low Pressure Disposal Field	LS	1		
333000-02	Sewer: Misc. Plumbing	LS	1		
333000-03	Sewer: 500 Gallon Dosing Tank/Pump	LS	1		
333000-04	Sewer: Control Panel	LS	1		
333000-05	Sewer: Orenco AX-100 Pod	LS	1		
333000-06	Sewer: Xerxes 10,000 Gallon Tank	LS	1		
333000-07	Sewer: 48" Manhole Assembly	EA	2		

333000-08	Sewer: 6" PVC SDR35 Main	LF	355		
333000-09	Sewer: 4" PVC SDR35 Service	EA	8		
334000-01	Storm Drain: French Drain	LF	68		
334000-02	Storm Drain: Bioswale	LS	1		
337000-01	Electric: Overhead-to-Underground Conv	LS	1		
337000-02	Electric: OWTS Service	LS	1		
337000-03	Electric: Transformer Pad	EA	2		
337000-04	Electric: Main Joint Trench	LF	410		
337000-05	Electric: Junction/Pull Boxes	EA	5		
337000-06	Electric: Service Stub Out	EA	8		
338000-01	Com: Overhead-to-Underground Conv.	LS	1		
338000-02	Com: Main Joint Trench	LF	410		
338000-03	Com: Junction/Pull Boxes	EA	5		
338000-04	Com: Pedestals	EA	4		
338000-05	Com: Service Stub Out	EA	8		
338200-01	Internet: Joint Trench	LF	410		
338200-02	Internet: Junction/Pull Boxes	EA	5		
338200-03	Internet: Service Stub Out	EA	8		
338200-04	Internet: OWTS Service	EA	LS		
Tribal Sales Tax (6% of MATERIALS Only):					
Subtotal:					
TERO Tax (2% of Bid Subtotal):					
Bid Grand Total:					

Respectfully Submitted by,

Signature: _____ Name/Title: _____

Company: _____ License Number: _____

Address: _____ Phone Number: _____

BID BOND

Know all men by these presents, that we, the undersigned, _____
as Principal, and _____ as Surety, are hereby held and
firmly bound unto the Karuk Tribe Housing Authority, as Owner in the penal sum of \$_____ for payment
of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid ,
attached hereto and hereby made a part hereof, to enter into a Contract in writing, for all labor, materials, travel, and
equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-
bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further
in the attached Scope of Work.

Now, therefore,

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

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

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

Principal

By: _____ (Seal)

Surety

By: _____ (Seal)

Important: Surety companies executing bonds must be authorized to transact business in the state where the project
is located.

CONTRACTOR QUESTIONNAIRE

Name: _____ Social Security Number: _____

D.B.A.: _____

Street address: _____

City: _____

Telephone: _____

State License Number: _____

Type: _____

Bank References: _____

List three most recent construction jobs by name and address:

1) _____

2) _____

3) _____

How long in business? _____

How many employees? _____

Are you an equal opportunity employer? _____

Are you eligible to perform federal government work? _____

Name and address of insurance carrier:

Conflict of Interest: Are you or any member of your family related to any employee of the Owner or member of the governing board of the Owner? No Yes If yes, please explain relationship:

Signature of License Holder

Date: _____

Signature of Company Representative (if different)

Date: _____

**NON-COLLUSIVE AFFIDAVIT
AFFIDAVIT**

State of _____

County of _____

_____, being first duly sworn, deposes and says:

That he is, _____ the party making the foregoing proposal for bid, and that:

- a) Such proposal or bid is genuine and not collusive or sham;
- b) 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;
- c) Said bidder 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
- d) All statements in said proposal for bid are true.

Project Name: **Orleans RV Park Site Work and Infrastructure**

Location: 38030 Highway 96 in Orleans, California (Humboldt County)

(Signature)

(Name and Title)

(Date)

(Signature Must be Notarized)

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

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

- 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: "an Indian-Owned... commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian ownership shall constitute not less than 51 percent of the enterprise".

OR

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

1. Name of Enterprise or Organization: _____

Address: _____

Telephone No: _____

2. Check One:

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

3. If a Corporation, answer the following:

- a. Date of incorporation: _____
 b. State of Incorporation: _____
 c. Give the names and addresses of the officers of this corporation and establish whether they are Indian (I) or Non- Indian (NI).

Name and Social Security Number	Indian (I) Non Indian (NI)	Title	Address	% of Stock Ownership
		President		
		Vice President		
		Secretary or Clerk		
		Treasurer		

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

Name and Social Security Number	Indian (I) Non Indian (NI)	Address	% of Stock Ownership

If a Sole Proprietorship or Partnership, answer the following:

- a. Date of Organization: _____
- b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security Number	Indian (I) Non Indian (NI)	Address	% of Stock Ownership

If a joint Venture, answer the following:

- a. Date of Joint Venture Agreement: _____
- b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

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

5. Will any officer or partner listed in Q4 be engaged in outside employment?
 ___ Yes ___ No If Yes, complete the following:

Name and Title	Hours per week Outside of the Enterprise

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

___ Yes ___ No If yes, complete the following:

Name and Address of Subsidiary/Affiliate/Concerns	Description of Relationship

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

Yes No

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

**TRIBAL EMPLOYMENT RIGHTS OFFICE
COMPLIANCE PLAN FOR BIDDERS**

Bidder/Employer Name: _____

Mailing Address: _____

City, State and Zip Code: _____

Contact Person: _____ Phone Number: _____

E-mail: _____

Base Bid Without TERO:	\$	TERO Fee 2% of Base Bid:	\$	Total Bid Base + TERO:	\$
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THIS IS AN AGREEMENT BETWEEN THE KARUK TRIBE’S TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) AND _____, HEREINAFTER KNOWN AS “EMPLOYER” CONDUCTING COMMERCE AND EMPLOYMENT ACTIVITY WITHIN THE ANCESTRAL TERRITORY OF THE KARUK TRIBE.

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

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

Employer Signature

Date

PRE-AWARD LABOR FORCE PROJECTION

Core Crew: Is defined as a member of a business, Contractor or Subcontractor's crew who is a regular employee and is in a supervisory or other key position such that the employer would face a serious financial loss if that position were filled by a person who had not previously worked for that employer.

All other positions will be filled by the TERO office unless sufficient justification can be made that they are not replaceable for the work that is to be done or unless TERO does not have an individual to refer.

List Core Crew (Full Name):	Job Title/ Years w/Company/Justification:

List Native American Contractors/Sub-contractors to be hired for this Project:

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

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

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

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

Job Title/Sub-contractor Needed:	Skills Required:

Number of positions to be filled for this project: _____

Contact person/info for job referrals: _____

Date TERO referrals needed: _____ Job start date: _____

<p><u>For Internal Use Only:</u></p> <p>Contract Number #: _____ Project Manager: _____</p> <p>TERO Office Approval _____ Date: _____</p> <p><u>Comments:</u></p>

BYRD ANTI-LOBBYING CERTIFICATION, 31 U.S.C. SECTION 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Printed Name and Title of Contractor's Authorized Official

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION

This is a construction contract for all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work. The Humboldt County Building Permit and Cal Trans Encroachment Permit have already been obtained by the Owner for this work on Fee Land (APN: 529-111-007).

The Owner has considered the bid submitted by you for the above described work in response to its Advertisement for bids dated April 15, 2024, and the contract documents package.

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

You are required to execute the Agreement and furnish Contractor’s Performance and Payment bonds to the Owner within ten calendar days from the date of this Notice to you. In addition, you are required to furnish certificates of insurance before the Notice to Proceed will be issued.

You are required to submit a plan for the maximum utilization of Indian and Alaska Native workers. Notice to Proceed will not be issued until the Owner has received and approved this plan and submitted the plan to the TERO Director. Reference General Conditions Clause 48 for preference plan requirements. If you need more information on Indian Employment, contact Dion Wood at (530) 493-1600 extension 2030.

If you fail to execute and furnish the Agreement and any required bonds within ten days from the date of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

this the _____ day of _____, 20_____.

Karuk Tribe Housing Authority

By: Sara Spence, Executive Director

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged for the Contract to provide all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work. The Humboldt County Building Permit and Cal Trans Encroachment Permit have already been obtained by the Owner for this work on Fee Land (APN: 529-111-007).

By _____
(Company Name)

this the _____ day of _____, 20_____.

By _____

Title _____

AGREEMENT

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

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

1. The Contractor will commence and complete for all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work. The Humboldt County Building Permit and Cal Trans Encroachment Permit have already been obtained by the Owner for this work on Fee Land (APN: 529-111-007).
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor hereby agrees to commence work under this Contract within 10 calendar days of the issuance of a Notice to Proceed and to fully complete the Project within 120 consecutive calendar days following receipt of building permits (if applicable) unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract documents and comply with the terms therein for the lump sum of \$ _____ as shown in the bid schedule.
5. The term "Contract documents" means and includes the following:

Advertisement for Bids
Information for Bidders
Bid and Bid Schedule
Bid Bond
Contractor Questionnaire
Non-Collusive Affidavit
Statement of Qualifications, Alaska Native or Indian Owned Enterprise
Tribal Employment Rights Office Compliance Plan
Byrd Anti-Lobbying Certification
Notice of Award
Agreement
Performance Bond
Payment Bond
Notice to Proceed
Change Order(s)
General Conditions
Karuk Tribal Employment Rights Ordinance
Karuk Tribe Prevailing Wage Rates
Labor Standards Attachment
Special Provisions
Technical Specifications
Drawings
Modifications/Additions

Addenda:

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

In Witness Whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 2 (number) copies, each of which shall be deemed an original on the date first above written.

OWNER: Karuk Tribe Housing Authority

CONTRACTOR: _____

BY: _____

BY: _____

Name: Sara Spence

Name: _____

Title: Executive Director

Title: _____

(SEAL)

(SEAL)

ATTEST: _____

ATTEST: _____

Name: _____

Name: _____

Title: _____

Title: _____

PAYMENT BOND

Know all Men by These Presents that:

(Name and Address of Contractor)

and _____, hereinafter called Principal,

(Corporation Partnership or Individual)

and _____, hereinafter called Surety, are

(Name and Address of Surety)

held and firmly bound unto the Karuk Tribe Housing Authority, 635 Jacobs Way, Happy Camp, California 96039, hereinafter called Owner, in the penal sum of \$ _____, in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain Contract with the Owner, dated _____, a copy of which is hereto attached and made a part hereof for all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work. The Humboldt County Building Permit and Cal Trans Encroachment Permit have already been obtained by the Owner for this work on Fee Land (APN: 529-111-007).

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

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

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

In Witness Whereof, this instrument is executed in _____ (number) counterparts, one of which shall be deemed an original, this the _____ day of _____, 20 ____.

(SEAL) BY:

(Name of Principle)

(Signature for Principal)

(Address)

ATTEST:

(Principal Secretary)

WITNESS:

(Witness as to Principal)

(Address)

(SEAL) BY:

(Attorney-in-Fact)

ATTEST:

(Surety Secretary)

WITNESS:

(Witness as to Principal)

(Address)

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

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

PERFORMANCE BOND

Know all Men by These Presents that:

(Name and Address of Contractor)

and _____, hereinafter called Principal,

(Corporation Partnership or Individual)

and _____, hereinafter called Surety, are

(Name and Address of Surety)

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

The condition of this obligation is such that whereas, the Principal entered into a certain Contract with the Owner, dated _____, a copy of which is hereto attached and made a part hereof for all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work. The Humboldt County Building Permit and Cal Trans Encroachment Permit have already been obtained by the Owner for this work on Fee Land (APN: 529-111-007).

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

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

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

In Witness Whereof, this instrument is executed in _____ (number) counterparts, one of which shall be deemed an original, this the _____ day of _____, 20 ____.

(SEAL) BY:

(Name of Principle)

(Signature for Principal)

(Address)

ATTEST:

(Principal Secretary)

WITNESS:

(Witness as to Principal)

(Address)

(SEAL) BY:

(Attorney-in-Fact)

ATTEST:

(Surety Secretary)

WITNESS:

(Witness as to Principal)

(Address)

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

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

NOTICE TO PROCEED

To: _____
(Contractor)

Date: _____

(Address)

Project:

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, for all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work, and you are to complete the work within 120 consecutive calendar days.

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

Within ten days of this notice, you shall provide a Construction Progress Schedule to the Owner through the Contract Manager for approval (reference Special Provisions section 5).

(Owner)

By: Sara Spence
Title: Executive Director, KTHA

ACCEPTANCE OF NOTICE

Receipt of the Notice to Proceed for all labor, materials, travel, and equipment necessary for Site Work and Infrastructure Improvements to allow for the construction of eight (8), two-bedroom, single family homes at 38030 Highway 96 in Orleans, California (Humboldt County), as outlined further in the attached Scope of Work, is hereby acknowledged:

_____,
(Contractor)

this the _____ day, of _____, 20____.

By: _____

Title: _____

GENERAL CONDITIONS

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

1. DEFINITIONS

- 1.1 Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 **Addenda:** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, drawings and technical provisions, by additions, deletions, clarifications or corrections.
- 1.3 **Bid:** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.4 **Bidder:** Any person, firm or corporation submitting a bid for the work.
- 1.5 **Bonds:** Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the contract documents.
- 1.6 **Change Order:** A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.
- 1.7 **Contract Documents:** The contract, including Advertisement For Bids, Information For Bidders, Bid, Bid Bond, Agreement, General Provisions, Labor Provisions, Special Provisions, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Technical Specifications, Submittal Requirements, and Addenda.
- 1.8 **Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 **Contract Time:** The number of calendar days stated in the Contract Documents for the completion of the work.
- 1.10 **Contract Manager:** The person with the owner organization who is authorized to administer the contract for the Owner.
- 1.11 **Contractor:** The person, firm or corporation with whom the Owner has executed the Agreement.
- 1.12 **Contract Manager Representative:** The representative of the Contract Manager authorized to deal with the Contractor at the site to administer the technical aspects of the Contract and to assure compliance with the Drawings and Specifications.
- 1.13 **Drawings:** The part of the contract documents which show the characteristics and scope of the work to be performed.
- 1.14 **Engineer:** The person, firm or corporation named as such in the contract documents.
- 1.15 **Field Order:** A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Owner or Contract Manager to the Contractor during construction.
- 1.16 **Notice of Award:** The written notice of the acceptance of the bid from the Owner to the successful Bidder.
- 1.17 **Notice to Proceed:** Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.18 **Owner:** The Karuk Tribe Housing Authority (KTHA).
- 1.19 **Plans:** The part of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Contract Manager. In as far as these contract documents are concerned; the terms Drawings and Plans are synonymous.
- 1.20 **Project:** The undertaking to be performed as provided in the contract documents.
- 1.21 **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.22 **Specifications:** A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship. In as far as these contract documents are concerned; the terms Technical Provisions and Specifications are synonymous.
- 1.23 **Subcontractor:** An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.
- 1.24 **Substantial Completion:** That date as certified by the Contract Manager when the construction of the project is sufficiently completed in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.

- 1.25 **Special Provisions:** Modifications and additions to General Conditions which may be required by a federal agency for participation in the project, or such requirements that may be imposed by applicable state or local laws, or the Owner's contracting practices.
- 1.26 **Supplier:** Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.27 **Technical Specifications:** A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship. In as far as the contract documents are concerned, the terms Technical Specifications and Technical Provisions are synonymous.
- 1.28 **Work:** All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
- 1.29 **Written Notice:** Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. ADDITIONAL INSTRUCTIONS, DETAIL DRAWINGS ORDER OF PRECEDENCE

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

3. REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the Contract Manager such schedule of quantities and costs, payrolls, reports, estimates, records and other data where applicable as are required by the contract documents for the work to be performed.
- 3.2 The Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 3.3 The Contractor agrees to include in all subcontracts under this Contract at any tier a clause substantially the same as paragraph 3.2 above.
- 3.4 The periods of access and examination in paragraphs 3.2 and 3.3 above for records relating to (1) appeals under the Disputes clause of this Contract, (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs and expenses of this Contract to which the Owner, HUD or the Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions, or until the end of the 3-year period in paragraph 3.2, whichever is later.

4. DRAWINGS AND TECHNICAL SPECIFICATIONS

- 4.1 The intent of the drawings and technical provisions is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- 4.2 In case of conflict between the drawings and technical specifications, the technical specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
- 4.3 Any discrepancies found between the drawings and technical specifications and site conditions or any inconsistencies or ambiguities in the drawings or technical specifications shall be immediately reported to the Contract Manager, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SITE INVESTIGATION AND CONDITIONS

- 5.1 The Contractor will take steps necessary to ascertain the nature and location of the work, and investigate the general and local conditions which can affect the work or its cost, including but not limited to:
- a) conditions bearing upon transportation, disposal, handling, and storage of materials;
 - b) the availability of labor, water, electric power, and roads;
 - c) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - d) the conformation and conditions of the ground; and
 - e) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also will observe and determine the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and technical specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner.
- 5.2 The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. The Owner does not assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its representatives before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

6. SHOP DRAWINGS

- 6.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Contract Manager will have the drawings promptly reviewed and will recommend approval or disapproval of all shop drawings. Approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirement of the contract documents shall be evidenced by a change order.
- 6.2 When submitted for review and approval, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.
- 6.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Contract Manager. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Owner.

7. MATERIALS, SERVICES AND FACILITIES

- 7.1 It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 7.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 7.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 7.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Contract Manager.
- 7.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

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

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the drawings or technical specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the Contract Manager, such material, article, or piece of equipment is of equal substance and function to that specified, the Contract Manager may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9. PATENTS

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

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents. From the information provided by the Contract Manager, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise specified in the contract documents. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he shall promptly notify the Contract Manager in writing, and any necessary changes shall be adjusted as provided in Section 31 - "Changes in the Work".

11. LAWS AND REGULATIONS AFFECTING WORK

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

12. TAXES

- 12.1 All materials incorporated into the work are subject to California state sales or use tax.
- 12.2 When materials are delivered to and consumed on Tribal Trust Land, Karuk Tribal Sales tax at the current rate shall be due to the Tribe.

13. PROTECTION OF WORK, PROPERTY AND PERSONS

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

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

- 14.1 The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall remove trees only when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound.
- 14.2 The Contractor shall protect from damage all existing improvements and utilities:
 - a) at or near the work site, and
 - b) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.
- 14.3 The existence and location of utilities are not guaranteed by the Owner and shall be investigated and verified in the field by the Contractor before commencing construction activities in any particular area. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contract Manager may have the necessary work performed and charge the cost to the Contractor.

15. OPERATIONS AND STORAGE AREAS

- 15.1 The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Contract Manager. The Contractor shall hold and save the Owner and its representatives free and harmless from liability of any nature occasioned by the Contractor's performance.
- 15.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contract Manager and shall be built with labor and materials furnished by the Contractor without expense to the Owner. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. Only with the written consent of the Contract Manager may the buildings and utilities be abandoned and not removed.
- 15.3 The Contractor shall use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contract Manager. In such case, the Contractor shall minimize disruption and delays to traffic in the affected areas. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

16. INSURANCE

- 16.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a) Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 - c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
 - d) Claims for damages insured by usual personal injury liability coverage which are sustained
 - i. by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or
 - ii. by any other person; and
 - e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- 16.2 Certificates of Insurance acceptable to the Contract Manager shall be filed with the Contract Manager prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Contract Manager.
- 16.3 The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified;
- 16.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to any property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 16.3.2 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the contract documents to fully complete the project.
- 16.4 The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 16.5 The Contractor shall secure "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Contract Manager, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Contract Manager. The policy shall name as the insured the Contractor and the Owner.

17. INDEMNIFICATION

- 17.1 The Contractor will indemnify and hold harmless the Owner, his agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use

resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 17.2 In any and all claims against the Owner or any of his agents, or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 17.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Owner, his agents, or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or technical specifications.

18. CONTRACT SECURITY

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

19. ACCIDENT PREVENTION AND SAFETY PROGRAM

- 19.1 The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons, including employees, and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.
- 19.2 The Contract Manager will notify the Contractor of any observed non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, upon receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Contract Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claims for extension of time, or for excess costs or damages by the Contractor.
- 19.3 The Contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- 19.4 The Contractor as a part of his safety program, shall maintain at his office or other well-known place at the job site, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.
- 19.5 If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Contract Manager. In addition, the Contractor must promptly report in writing to appropriate authorities and the Contract Manager's representative all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details

and statements of witnesses. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Contract Manager giving full details of the claim.

- 19.6 The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to control and direct traffic properly. The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road.
- 19.7 Compliance with the requirements of this provision by subcontractors will be the responsibility of the Contractor.

20. TEMPORARY SANITARY FACILITIES

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

21. SUPERVISION BY CONTRACTOR

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

22. SUBCONTRACTING

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

23. SEPARATE CONTRACTS

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

the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

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

24. DAYS OF WORK, HOURS OF WORK

- 24.1 Regular work shifts shall be eight hours daily Monday through Friday, except on holidays indicated below. Time of beginning and ending the day's work shall be approved by the Contract Manager. The Contract Manager, when in his opinion it is justified, may grant the Contractor permission to work overtime upon written request by the Contractor. When for good reason short periods of overtime work are required, the Contract Manager may give approval without advance written notice.
- 24.2 Construction work will not be permitted on Saturdays, Sundays, nor on New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, nor any other holidays declared by the Tribe or federal government. When any of the above holidays falls on Saturday and the preceding Friday is established as a holiday or when any of the holidays fall on Sunday and the following Monday is established as a holiday, no construction will be permitted on those days. The Contract Manager, when in his opinion it is justified, may grant the Contractor permission to work on any of the above days upon written application by the Contractor. Approval shall be required at least 48 hours in advance.

25. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 25.1 The time for completion of the work is an essential condition of the contract documents. The time for completion appears in the Agreement. The work embraced shall be commenced on a date specified in the notice to proceed.
- 25.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the time for completion. It is expressly understood and agreed, by and between the Contractor and the Owner, that time for completion of the work under the contract is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 25.3 It is recognized and agreed by the Owner and the Contractor that it is extremely difficult to measure the harm to the Owner resulting from delayed completion of the work. Potential damages include costs for: the temporary relocation of and alternate housing for residents of the work, similar difficulties in calculating damages. Accordingly, the Owner and the Contractor agree that the Contractor shall have assessed against it and shall pay to the Owner liquidated damages as follows. 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 of **\$250.00 for each calendar day of delay** that the work shall be incomplete after the date established as the date of completion under the contract. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the Owner. The Contractor remains liable for damages caused other than by delay.
- 25.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Contract Manager.
- 25.4.1 To any preference, priority or allocation order duly issued by the Contract Manager.
- 25.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; or to any delays of subcontractors occasioned by any of the causes specified in paragraphs 25.4.1 and 25.4.2 of this article.

26. PROGRESS SCHEDULES AND REQUIREMENTS FOR COMPLIANCE

- 26.1 The Contractor shall, within ten days of receipt of notice to proceed, submit to the Contract Manager for approval a practicable schedule, showing the order in which the Contractor proposes to carry on the work, the dates on which he will start the major items of work (including procurement of materials, plant and equipment) and the contemplated dates for completing the same.
- 26.2 If, in the opinion of the Contract Manager, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to assure performance within the allowable time for completion. The Contractor may propose for approval by the Contract Manager measures such as increasing number of workers, number of shifts, or overtime operations, days of work, or the amount of construction plant, or all of them. The Contract Manager may require the Contractor to submit for approval such supplementary schedule or schedules necessary to demonstrate that the work shall be performed within the allowable time for completion, all without additional cost to the Owner.
- 26.3 Failure of the Contractor to comply with the requirements of this provision shall be grounds for determination that the Contractor is not prosecuting the work with such diligence as will insure completion within the specified time for completion. Upon such determination the Contract Manager may terminate the Contractor's right to proceed with the work, or any separable part thereof in accordance with Section 28 entitled "Suspension of Work, Termination and Delay".

27. LAND AND RIGHTS-OF-WAY

- 27.1 Prior to issuance of notice to proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.
- 27.2 The Contract Manager shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 27.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

28. SUSPENSION OF WORK, TERMINATION AND DELAY

- 28.1 The Contract Manager may suspend the work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by written notice to the Contractor which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor may be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.
- 28.2 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Contract Manager, or if he otherwise violates any provision of the contract documents, then the Contract Manager may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Contract Manager and incorporated in a change order.
- 28.3 Where the Contractor's services have been so terminated by the Contract Manager, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any

retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.

- 28.4 After ten days from delivery of a written notice to the Contractor, the Contract Manager may without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- 28.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than 90 days by the Contract Manager or under an order of court or other public authority, or the Contract Manager fails to act on any request for payment within 30 days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Contract Manager or awarded by arbitrators within 30 days of its approval and presentation, then the Contractor may, after ten days from delivery of a written notice to the Contract Manager, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the Contract Manager has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten days written notice to the Contract Manager, stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.
- 28.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Contract Manager to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Contract Manager.

29. INSPECTION AND TESTING

- 29.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the contract documents.
- 29.2 The Owner shall provide any inspection and testing services beyond those required by the contract documents.
- 29.3 The Contractor shall provide at his expense the testing and inspection services required by the contract documents.
- 29.4 If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Contract Manager timely notice of readiness. The Contractor will then furnish the Owner the required certificates of inspection, testing or approval.
- 29.5 Inspections, tests or approvals by the Contract Manager or others are for the sole use of the Owner and shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the contract documents.
- 29.6 The Contract Manager and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.
- 29.7 If any work is covered contrary to the written instructions of the Contract Manager it must, if requested by the Contract Manager, be uncovered for his observation and replaced at the Contractor's expense.
- 29.8 If the Contract Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Contracting Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing-that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such

uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

30. CORRECTION OF WORK

- 30.1 The Contractor shall promptly remove from the premises all work rejected by the Contract Manager for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- 30.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within 10 days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

31. CHANGES IN THE WORK

- 31.1 The Contract Manager may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 31.2 The Contract Manager also may, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work unless the Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give the Contract Manager written notice thereof within seven days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in contract price or time within 30 days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Contract Manager.

32. CHANGES IN CONTRACT PRICE

- 32.1 The contract price may be changed only by a change order. All change orders are to be approved by KTHA in advance of the work. All change orders will be subject to the 2% TERO fee. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:
 - a) Unit prices previously approved.
 - b) An agreed lump sum.
 - c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed 15% of the actual cost of the work to cover the cost of general overhead and profit.

33. DIFFERING SITE CONDITIONS

- 33.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Contract Manager by written notice of:
 - 33.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or
 - 33.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract documents.
- 33.2 The Contract Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Contract Manager may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

34. USE AND POSSESSION PRIOR TO COMPLETION

- 34.1 The Owner shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contract Manager shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Owner intends to take possession of or use. However, failure of the Contract Manager to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Owner's possession or use shall not be deemed an acceptance of any work under the contract.
- 34.2 While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting directly from the Owner's possession or use. If prior possession or use by the Owner delays the progress of the work or causes additional expense to the Contractor, an adjustment shall be made in the contract price, the time of completion or both, and the contract shall be modified in writing accordingly.

35. RECORD DRAWINGS

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

36. CLEANUP AND FINISH GRADING

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

37. MEASUREMENT AND PAYMENT

37.1 Completed items of work shall be measured and paid for in accordance with the requirements listed in the bid schedule and any subsequent approved change orders. Payment shall be based on the actual quantities completed and shall represent full compensation under the contract. The price paid for the completed item of work shall include full compensation for furnishing all labor, materials, (other than that furnished by the Owner), tools, equipment, and performing all work required by the provisions of the contract to furnish and install the item of work, complete in place. In all cases, the finished product shall be a complete, operational system or component. The price for the completed item of work shall also include all applicable state and local sales and other taxes.

**38. VARIATION IN ESTIMATED QUANTITIES
NOT USED**

39. FINAL INSPECTION

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

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

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

40. PAYMENTS TO CONTRACTOR

40.1 Payment requests shall be made on a monthly interval unless otherwise designated by the Contract Manager. The Contractor will submit to the Contract Manager a partial payment request filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Contract Manager may reasonably require. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Contract Manager, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Contract Manager will, within ten days after receipt of each partial payment estimate, either approve payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within 20 days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain 10% of the amount of each payment and 2% TERO tax until final completion and acceptance of all work covered by the contract documents. The Owner at any time, however, after 50% of the work has been completed, if he finds that satisfactory progress is being made, may reduce retainage to 5% on the current and remaining estimates. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below 5% to only that amount necessary to assure completion. On completion and acceptance of a part of the work on which the price is stated separately in the contract documents, payment may be made in full, including retained percentages less authorized deductions.

40.2 Upon completion and acceptance of the work, the Contract Manager shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. Within 30 days of completion and acceptance of the work, the Owner shall pay the entire balance found to be due the Contractor including the retained percentages, but except such sums as may be lawfully retained by the Owner.

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

41. ASSIGNMENTS

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

42. GUARANTY

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

43. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 43.1 THE ACCEPTANCE BY THE CONTRACTOR OF FINAL PAYMENT SHALL BE AND SHALL OPERATE AS A RELEASE TO THE OWNER OF ALL CLAIMS AND ALL LIABILITY TO THE CONTRACTOR OTHER THAN CLAIMS IN STATED AMOUNTS AS MAY BE SPECIFICALLY ACCEPTED BY THE CONTRACTOR FOR ALL THINGS DONE OR FURNISHED IN CONNECTION WITH THIS WORK AND FOR EVERY ACT AND NEGLIGENCE OF THE OWNER AND OTHERS RELATING TO OR ARISING OUT OF THIS WORK. ANY PAYMENT, HOWEVER, FINAL OR OTHERWISE, SHALL NOT RELEASE THE CONTRACTOR OR HIS SURETIES FROM ANY OBLIGATIONS UNDER THE CONTRACT DOCUMENTS OR THE PERFORMANCE BOND AND PAYMENT BONDS.

44. CONTRACT MANAGER'S ROLE AND AUTHORITY

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

- 44.2 The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 44.3 The Contract Manager will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 44.4 The Contract Manager does not have authority to obligate the Owner to change in the terms of the contract without the approval of the Owner.

45. RESOLUTION OF DISPUTES

- 45.1 All claims, disputes and other matters in question arising out of, or relating to, the contract documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 43, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 45.2 Notice of the demand for arbitration shall be filed in writing with the other party to the contract documents and with the American Arbitration Association. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- 45.3 The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

45. RESOLUTION OF DISPUTES

- 45.1 "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.
- 45.2 Except for disputes arising under the clauses entitled Labor Standards and Labor Standards - Nonroutine Maintenance herein, 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 exclusively under this clause.
- 45.3 The details and supporting documents of all claims by the Contractor for additional compensation, or for an extension of time of performance, or for any dispute regarding a question of fact, or for interpretation of the Contract, shall be made in writing and submitted to the Contract Manager for a written decision within ten (10) calendar days from the date of the occurrence of the dispute. The Contractor agrees that unless these written notices are provided, the Contractor will have no entitlement to additional time or compensation for such act, event or condition and such failure to provide such notice shall constitute a waiver of the claims. All claims by Owner against the Contractor shall be made in writing and submitted to the Contractor within ten (10) calendar days from the date of the occurrence of the dispute.
- 45.4 Presenting Claim. In presenting the claim and supporting documentation, the Contractor shall specifically include, to the extent then possible, the following:
- a) Certification signed by the Contractor that the claim is made in good faith, that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes Owner is liable.
 - b) A narrative which describes the facts and outlines the analysis of responsibility and causal connection of the claim including: (i) A brief summary of the claim and the facts pertinent to the claim; (ii) The specific Contract provisions on which the claim is based; (iii) A description of the relative responsibilities of each party giving rise to the claims; (iv) A description of the cause and effect relationship between the relevant acts and omissions of the

specific responsible parties and the damages or additional costs claimed; (v) Documentation which supports the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information; (vi) Quantitative analysis and presentation of requested additional compensation and/or the additional time including: (A) A summary of additional compensation and/or additional time requested; (B) Supporting calculations, subcalculations, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

- 45.5 All claims by the Contractor shall be made in writing and submitted to the Contract Manager for a written decision. A claim by Owner against the Contractor shall be subject to a written decision by the Contract Manager.
- 45.6 The Contract Manager shall, within _____ (60 unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- 45.7 The Contract Manager's decision shall be final unless the Contractor appeals in writing to a higher level in the Owner in accordance with the Owner's applicable policy and procedures for such appeals, if any. In the event that the Owner does not have a policy and procedures for such an appeal, an appeal may be made to the governing body of the Owner. Such appeal must be made within _____ (10 unless otherwise indicated) days after receipt of the Contract Manager's decision.
- 45.8 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 Contract Manager.
- 45.9 Nothing in this Contract, or any action taken by the Owner or any of its agents or employees in connection with this Contract shall be deemed to be a waiver of the sovereign immunity of the Owner or the Tribe.
- 45.10 Contractor hereby acknowledges and irrevocably consents to the exclusive personal and subject matter jurisdiction of the Tribal Court or other Tribal dispute resolution entity or mechanism of the Tribe over any dispute, suit or other legal action that may be filed relating to the Contract, provided that this provision shall not be deemed to be a waiver of the sovereign immunity of the Tribe or Owner, which immunity is hereby expressly asserted, and provided further that any order, judgment or award of such Court or dispute resolution entity or mechanism in favor of the Owner and against the Contractor may be registered or enforced in any court of competent jurisdiction.

46. EQUAL EMPLOYMENT OPPORTUNITY

- 46.1 During the performance of this contract, except as allowed by the Tribal Employment Rights Ordinance, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 46.2 The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 46.3 The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 46.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 46.5 The Contractor shall send, to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitment under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- 46.6 The Contractor shall comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- 46.7 The Contractor shall furnish to the Contract Manager, all information required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100

(EEO - 1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

- 46.8 The Contractor shall permit access to its books, records, and accounts by the Owner, Owner's representatives or the Office of Federal Contract Programs (OFCCP) for the purposes of investigation to ascertain compliance with the applicable rules, regulations, and orders.
- 46.9 If the OFCCP determines that the Contractor is not in compliance with this clause or any rules, regulations, and orders of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.
- 46.10 The Contractor shall include the terms and conditions of this section in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor.
- 46.11 The Contractor shall take such action with respect to any subcontract or purchase order as the Contract Manager may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contract Manager, the Contractor may request the Owner and the United States to enter into such litigation to protect the interests of the United States.

47. CLEAN AIR AND WATER

- 47.1 The Contractor agrees to comply with all applicable requirements of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and all applicable implementing regulations.
- 47.2 The Contractor agrees that no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing.
- 47.3 The Contractor agrees to use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.
- 47.4 The Contractor agrees to insert the substance of this clause into any nonexempt subcontract, including this subparagraph 47.4.

48. INDIAN PREFERENCE

- 48.1 The Contractor agrees:
 - 48.1.1 To give preference in employment opportunities under this contract to the greatest extent feasible to Indians who can perform required work, regardless of age (subject to existing laws and regulations), sex, religion, or Tribal affiliation. To the maximum extent feasible and consistent with the efficient performance of this contract, the Contractor further agrees to give preference to the greatest extent feasible in employment and training opportunities under this contract to Indians who are not fully qualified to perform regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation.
 - 48.1.2 The Contractor also agrees to give preference to Indian Organizations and Indian-owners economic enterprises in the awarding of any subcontracts to the greatest extent feasible and consistent with the efficient performance of this contract. The Contractor shall maintain statistical records as are necessary to indicate compliance with this paragraph.
- 48.2 In connection with the Indian employment preference requirements of this clause, the Contractor shall provide opportunities for on-the-job training incident to such employment that will increase the vocational effectiveness of an Indian employee.
- 48.3 If the Contractor is unable to fill its employment and training opportunities after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indian in accordance with applicable fair employment practices.
- 48.4 If no Indian organizations or Indian-owned economic enterprises are available under reasonable terms and conditions, including price, for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract by applying fair, competitive contracting practices.
- 48.5 As used in this clause:

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

48.6 Tribal Employment Rights Office or Ordinance (TERO). Contractor acknowledges and understands that, as part of this contract, he/she must comply with the TERO Laws, Regulations or Ordinances, if any, currently in effect for the Tribe. Contractor further understands that the TERO Laws are a supplement or an addition to the Indian Preference Provisions contained herein. Consequently, Contractor shall contact the Tribe's TERO Office to determine how he/she must comply with the duties and requirements contained in the TERO and in the Tribal and Indian Preference Requirements set out in this clause.

48.7 If the Tribe has established its own Tribal employment and contracting preference law or regulation pursuant to section 101(k) of NAHASDA, such law or regulation, and all related Tribal and Owner policies, shall apply in lieu of the remainder of this clause. If the Tribe has not established such Tribal employment and contracting preference law or regulation, then subparagraph 48.8 of this clause shall apply. Contractor is required to make inquiries to determine whether the Tribe has established such Tribal employment and contracting preference law or regulation and to comply with such law or regulation.

48.8 If the Tribe has not established its own Tribal employment and contracting preference law or regulation pursuant to section 101(k) of NAHASDA, then the work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §450e(b)) --

- a) Section 7(b) requires that to the greatest extent feasible (i) preferences and opportunities for training and employment shall be given to Indians; and (ii) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
- b) The parties to this Contract shall comply with the provisions of Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)).
- 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.
- d) The requirements of this subparagraph 48.8 are in addition to, and not in lieu of, any other requirements of this Clause 48.

48.9 Upon a finding by the Owner that the Contractor is not in compliance with any applicable provision of this Clause 48 or with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)), the Contractor shall, at the direction of the Owner, take appropriate remedial action.

48.10 The Contractor shall include this Clause 48 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 that the Subcontractor has violated any applicable provision of this Clause or section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)).

48.11 Upon a finding by the Owner that a subcontractor is not in compliance with any applicable provision of this Clause 48 or with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)), the Contractor shall direct the Subcontractor to take appropriate remedial action.

Tribal Employment Rights Ordinance and Workforce Protection Act
Approved June 8, 2015

SECTION 2 - Administration of TERO Ordinance

Section 2.1 **The TERO Commission**

- (a) Establishment. There is hereby created a Tribal Employment Rights Commission.

- (b) Number, Tenure, Nomination and Qualifications of the Commissioners. The Board shall consist of six (6) Commissioners. A Commissioner shall be a person of at least twenty-one (21) years of age, and a majority of the Commissioners shall be enrolled Tribal Members. No employee of the TERO Office and no owner or employee of a Certified Business shall be eligible to serve on the Commission. The Tribal Council shall designate two (2) Tribal Council members as its representatives on the TERO Commission; the designated Tribal Council representatives shall serve for the duration of their term unless removed by the Tribal Council prior to completing their term. All other Commissioners shall be appointed by the Tribal Council for staggered four (4) year terms, and each Commissioner appointed shall hold office until such Commissioner's successor is appointed. Commissioners shall be from each tribal district when possible.

- (c) Vacancies; Removal. Any vacancy occurring in the Commission due to the removal or resignation of a Commissioner shall be filled by the Tribal Council in a manner prescribed by the Tribal Council following the advertisement of the position. Any Commissioner may be removed from office at any time by the Tribal Council for cause, subject to notice and opportunity for a hearing before the Council. Upon a Commissioner's resignation, death, or disability, the Tribal Council shall act to fill the position. If the vacancy was left by a Commissioner who was a designated Tribal Council member, then such vacancy must be filled with a new Tribal Council member.

- (d) Conflicts of Interest. Situations which result in actual or even potential conflicts of interest must be avoided. Personal, social and economic relationships which may impair a Commissioner's ability to exercise good judgment on behalf of the Tribe, or which give the appearance of such impairment, create an actual or potential conflict of interest. Any Commissioner involved in such a relationship must immediately and fully disclose the nature of the relationship to the full Commission so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

- (e) Compensation. Commissioners shall receive a stipend for the following purposes as consideration for their time in conducting Karuk Tribal business, when funds exist.
 - 1) Regular and Special Meetings of the TERO Commission,
 - 2) Attendance at off-site meetings when attending on behalf of the TERO Commission,
 - 3) Participation as a panel member for interviews,
 - 4) Required Hearings of the TERO Commission,
 - 5) Attendance at Training Sessions on behalf of the TERO Commission.

- (f) Mileage. Commissioners shall be reimbursed in accordance with current Federal reimbursement rates for privately owned vehicle use to conduct TERO business based upon the shortest route to the destination, when funds exist.

Section 2.2 Powers and Duties of Commission

The TERO Commission shall report directly to the Tribal Council. The TERO Commission shall have the following powers and duties:

- (a) To develop an annual operating budget for the necessary implementation and enforcement of this Act.
- (b) To hire staff; to secure and obligate funding from the Tribal Council and all other sources as necessary to carry out its duties.
- (c) To issue rules, regulations, interpretations, and guidelines for Indian preference as is necessary to implement and enforce this Act. Such rules and regulations shall become effective upon written approval of the Tribal Council.
- (d) To establish a Tribal Skills Bank as a means of providing qualified Indian employees to employers doing business with the Tribe.
- (e) To certify Karuk Indian Firms, for purposes of Indian preference, minority business contract eligibility, and other purposes.
- (f) To ensure that that all employers doing business with the Tribe are registered with the TERO Office. To be registered, a business must have an Indian Preference plan.
- (g) To investigate complaints regarding any violation of this Act. The Commission shall also investigate possible violations on its own initiative
- (h) To hold hearings on and determine any matter under its authority, including hearings necessary to the issuance, modification, and revocation of any permit or license, as well as any hearing regarding violations of this Act. The Commission shall develop procedures to govern its hearings, and is authorized to issue compliance orders and sanctions for violations of this Act.
- (i) To enter into cooperative agreements with state and federal agencies in order to implement the intent of this Act. Any such agreements must be approved by Tribal Council prior to taking effect.
- (j) To establish policies and procedures governing all activities of the TERO Commission and the TERO Office,
- (k) To hold public hearings on tribal employment rights issues.
- (l) To hold hearings to adjudicate complaints and appeals from the actions of the TERO Director using the procedures set forth in this Act.

Section 2.3 Establishment of the TERO Office

- (a) Establishment. There is hereby created a Tribal Employment Rights Office. The TERO Director shall oversee this Office.
- (b) Supervision. The Tribal Chairperson shall have supervisory authority to direct the TERO Director with respect to administrative duties.
- (c) Qualifications. The TERO Director shall have such administrative ability, education, and training as the Tribal Council determines, with advice from the TERO Commission.

Section 2.4 Powers and Duties of the TERO Office

The TERO Director shall have the authority to carry out the day-to-day operations of the TERO Office, to enforce this Act, and to employ and supervise staff of the TERO Office and such other authority as is convenient or necessary to the efficient administration of this Act.

In addition, the TERO Director shall have the following powers and duties:

- (a) To establish procedures, forms and internal policies necessary to carry out the purposes of this Act;
- (b) To maintain a current list of Certified Indian Owned Businesses;
- (c) To coordinate training and mentorship programs for Tribal Members, Indians, and Certified Businesses;
- (d) To hire staff; to secure and obligate funding from the Tribal Council and all other sources as necessary to carry out the duties of the TERO Director.
- (e) To maintain a Tribal Skills Bank;
- (f) To investigate complaints alleging violations of this Act;
- (g) To make recommendations to the TERO Commission regarding issuance of orders and assessments of penalties to remedy violations of this Act, and to represent the TERO Office at hearings and appeals before the TERO Commission, any court or other adjudicatory body, and any proceedings before the Tribal Council; and
- (h) To ensure that the TERO Fee is assessed and recovered on applicable contracts.

Section 2.5: Tribal Employment Rights Fee

A tribal employment rights fee is imposed as follows:

- (a) Employers. Every employer with a contract or agreement in the amount of \$2,500.00 or more shall pay a fee of two percent (2%) of the total amount of the contract, regardless of where the work is performed. This applies to all employers doing business with the Tribe or one of its affiliated tribal entities. The Tribal Council at its discretion may exempt an employer from this requirement.
- (b) Non-Tribal Businesses on Tribal Lands. All non-tribal businesses with a place of business on tribal lands and annual net income shall pay an annual fee of two percent (2%) of annual net income to the TERO Office.

Section 2.6: Fee Collection and Expenditure

The TERO fee shall be collected by the Tribe's Fiscal Department and credited to the TERO Account.

Section 2.7 Certification of Businesses

- (a) Business Categories

An applicant may seek to be certified for preference in one of the following two categories:

- (1) *Tribal Business.* A Tribal Entity must own, operate, manage and control 100% of the day-to-day operations of the business.
- (2) *Tribal Member Business.* Enrolled Karuk Tribal Members must own, operate, manage and control at least 51% of the day-to-day management and operations of the business.

(b) Requirements for Certification

The TERO Office will evaluate the application for certification based on factors, including, but not limited to, the following:

(1) *Ownership*

The firm must be 51% or more enrolled Karuk Tribal Member-owned. The applicant must demonstrate the following:

- (a) Formal Ownership. That the enrolled Karuk Tribal Member own(s) 51% or more of the partnership, corporation, or other arrangement for which the application is being submitted. Such ownership must be embodied in the firm's Originating documents, such as its stock ownership or partnership agreement. Ownership includes:
 - (b) Assets. The enrolled Karuk Tribal Member owns 51% or more of the assets and equipment, will receive 51% or more of the firm's assets upon dissolution, and will receive 51% or more of the profits, and interest.
 - (c) Control. The enrolled Karuk Tribal Member's 51% or more ownership provides him or her with a majority of voting rights or other decisional authority and that all decisions of the firm are to be made by a majority vote except where otherwise required by law.
 - (d) Value. The enrolled Karuk Tribal Member provided real value for his or her 51% or more ownership by providing capital, equipment, real property, or similar assets commensurate with the value of his or her ownership share. It will not be considered "real value" if the enrolled Karuk Tribal Member purchased his or her ownership share, directly or indirectly, through a promissory note, the ultimate creditor of which is the non-Karuk Tribal Member owner of the firm or an immediate relation thereof, or any similar arrangement, unless a convincing showing can be made that the enrolled Karuk Tribal Member brought such special skills, marketing connections, or similar benefits to the firm that there is a good reason to believe the arrangement would have been entered into even if there was no Tribal preference program in existence. Where the enrolled Karuk Tribal Member participant can demonstrate that he or she could not pay good value for his or her 51% or more Indian ownership because the normal capital sources were closed to him or her because he or she is an Indian, that person may satisfy this requirement by demonstrating further that he or she extended his or her capital-raising capability as far as possible, such that the enrolled Karuk Tribal Member participant clearly is at risk in the business in relationship to his or her means.
 - (e) Profit. The enrolled Karuk Tribal Member owner(s) will receive 51% or more of all profits. If there is any provision that gives the non-Karuk owner a greater share of the profits, in whatever form and under whatever name, such as through management fees, equipment rental fees, or bonuses tied to profits, certification will be denied. Salary scales will be reviewed to ensure the relative salaries being paid Indian and non-Indian owners are consistent with the skills of the parties and are not being used to circumvent the requirement that enrolled Karuk Tribal Member owners receive 51% or more of the profits.

(2) *Management and Control*

The firm must be under significant Indian management and control. The firm must be able to demonstrate that: one or more of the Indian owners must be substantially involved, as a senior level official, in the day-to-day management of the firm as his or her primary employment activity.

The Indian owner does not have to be the "Chief Executive Officer."

However, he or she must, through prior experience or training, have substantial occupational ties to the area of business in which the firm is engaged such that he or she is qualified to serve in the senior level position and is sufficiently knowledgeable about the firm's activities to be accountable to the Tribe for the firm's activities.

This provision may be waived when:

- (a) The firm is 100% Indian owned and the Chief Executive Officer is the spouse and/or parent of the owner(s), the family lives on or near the Tribe's service area, and the majority of employees are Indian; or
- (b) The firm is modeled on a publicly-held corporation such that it is owned by 10 or more persons, is at least 70% Indian-owned, the Chief Executive Officer and the highest-salaried employee in the firm is/are Indian, and a majority of the employees are Indian.

(3) *Integrity of Structure*

There must be good reason to believe that the firm was not established solely or primarily to take advantage of the Indian preference program. In evaluating an applicant under this criterion the TERO will consider the factors set out below. The TERO shall exercise broad discretion in applying these criteria in order to preserve the integrity of the Indian preference program and in questionable cases shall deny certification.

- (a) History of the Firm: Whether the history of the firm provides reason to believe it was established primarily to take advantage of the Tribal preference program, and in particular whether the firm, a portion of the firm, or key actors in the firm originally were associated with a non-Indian owned business that gained little of business value in terms of capital, expertise, equipment, etc., by adding ownership or by merging with an Indian firm.
- (b) Employees: Whether key non-Indian employees of the applicant are former employees of a non-Indian firm with which the Indian firm is or has been affiliated, through a joint venture or other arrangement, such that there is reason to believe the non-Indian firm is controlling the applicant. Whether Indians are employed in all or most of the positions for which qualified Indians are available. A high percentage of non-Indian employees in such positions will provide reason to believe the firm was established primarily to benefit non-Indians.
- (c) Relative Experience and Resources: Whether the experience, expertise, resources, etc., of the non-Indian partner(s) is so much greater than that of the Indian(s) that there is little sound business reason for the non-Indian to accept a junior role in the firm other than to be able to take advantage of the Indian preference program.

(4) *Brokers*

Brokers will be certified only if they are dealers who own, operate, or maintain a store, warehouse, or other establishment in which the commodities being supplied are bought, kept in stock, and sold to the public in the usual course of business; provided, that this requirement shall not apply where the applicant demonstrates that it is customary and usual in the area of trade for a broker/dealer not to maintain an establishment and to keep the commodities in stock.

(5) *Manufacturing Companies*

In determining whether or not a manufacturing firm is 51% Indian- owned and controlled, the Commission shall be guided by the Small Business Administration Standard Operating Procedures on certifying firms as eligible for the 8(a) program.

Section 2.8 Application Procedures

- (a) Application for Certification: A business seeking certification as a Certified Business or registration for a particular category of business shall submit a completed application to the TERO Office on a form provided by the TERO Office.
- (b) Issuance of Certification: The TERO Director shall exercise broad discretion in reviewing the application and supporting documents in order to preserve the integrity of the Tribal preference program. If the TERO Director has any question as to the applicant's fulfillment of one of the requirements, the TERO Director may deny the application and refuse to submit the application to the TERO Commission for final approval.
- (c) Appeal of Denial of Application: The applicant may request a hearing before the TERO Commission to appeal a denial of an application. The principal(s) of the business shall be present at the hearing and shall have the opportunity to present evidence in support of their case. The decision of the TERO Commission shall be final and binding and not subject to any further appeal.
- (d) Businesses Certified Prior to the Adoption of these Criteria:
 - (1) Each business granted Tribal preference certification by the Tribe prior to the effective date of this Act shall submit a new application to the TERO Office within ninety (90) days to be recertified. If the TERO Director denies recertification, the business may appeal the decision to the TERO Commission.
 - (2) Change in Status and Annual Updates: Each Certified Business shall be in compliance with all certification requirements at all times during the solicitation, evaluation, and awarding of contracts and shall report in writing to the TERO Office any changes in its responses to the certification application and/or supporting documents within sixty (60) days after such changes have occurred. Each Certified Business shall update the information provided in its initial application paperwork on an annual basis.

Section 2.9 Withdrawal of Certification

- (a) Initiation of Proceedings: The TERO Director may initiate proceedings to withdraw or suspend the certification of any businesses as warranted. The TERO Director shall provide written notice to the business that its Certification is being re-evaluated. The business shall have ten (10) days in which to respond and provide additional documentation.
- (b) Finding: The TERO Director shall prepare a Recommendation to the TERO Commission regarding whether the business continues to meet the eligibility requirements for certification and make a determination of withdrawal or suspension of certification based on the available information. The Recommendation shall be submitted to the TERO Commission for a final determination. The TERO Commission shall provide the business a written notice of its decision.
- (c) Request for Reconsideration: Upon receiving the Notice of Decision from the TERO Commission, a business shall have ten (10) days in which to make a request that the Commission reconsider its

decision. To be considered, any Request for Reconsideration must be accompanied by additional evidence not already before the Commission.

SECTION 3 - Indian Preference

Section 3.1 Findings and Intent

A principal goal of the Karuk Tribe is to promote the general welfare of all Karuk people by providing employment preference to tribal members and their descendants.

It shall be the policy of the Tribe to affect a program of preferential treatment for Karuk Tribal Members, their descendants, Indians, and enterprises which are owned and controlled by Tribal Members and/or Indians in order to:

- (a) Provide employment opportunities for Tribal Members, Enrolled Descendant Tribal Members, and Indians,
- (b) Promote sound and productive free enterprise,
- (c) Provide maximum contracting and subcontracting opportunities for enterprises which are owned and controlled by Tribal Members and/or Indians, and
- (d) Provide the Tribe quality goods and services that are fair, reasonable and cost effective.

Section 3.2 Hiring Preference in Employment

- (a) All Employers working for or on behalf of the Karuk Tribe and its affiliated Tribal Entities must follow these hiring preferences:
 - (1) In the event that more than one applicant meets the threshold for a position as defined in this Act, preference shall be given in the following order:
 - (a) Enrolled Karuk Tribal Member
 - (b) Enrolled Karuk Descendent Member
 - (c) Spouse of an Enrolled Karuk Tribal Member or Parent of a Enrolled Karuk Tribal Member who is under the age of 18.
 - (d) Enrolled Member of another Federally Recognized Tribe.
 - (e) Veterans
 - (f) Non-Indian
 - (2) In the event that a position of employment is funded in whole or in part by any federal grant and/or contract or other public funding where Tribal Preference is not allowed, preference shall be given to Indians over Non-Indians.
- (c) Job Qualifications and Business Necessity. No employer shall use any threshold, job qualification criteria, or other personnel requirements that serve as barriers to Tribal Preference in employment, as determined by TERO, unless the Employer can demonstrate that such criteria or requirements are required by business necessity.

Section 3.3 Preference for Indian Owned Business

All employers shall give preference to certified Indian owned businesses. If there are no qualified certified Indian owned businesses, then a non-Indian owned business may be used.

KARUK TRIBAL WAGE RATES	
Updated April 2011	
Position:	Rate:
CARPENTER	17.00
CEMENT MASON	16.00
ELECTRICIAN	18.00
LABORER	12.00
PAINTER	13.00
PLUMBER	18.00
ROOFER	14.00
SHEET METAL WORKER	18.00
BRIDGE BUILDER	17.00
PILE DRIVER	23.00
MILLWRIGHT	18.00
LINE CONSTRUCTION	22.00
COMMUNICATION SYS	18.00
HEAVY EQUIP OPERAT	16.00
IRON WORKERS	17.00
PLASTERER	16.00
BRICK TENDER	16.00
LANDSCAPE/GARDEN	12.00
DRYWALL FINISHER	16.00
GLAZIER	14.00
SOFT FLOOR LAYER	15.00
TRUCK DRIVER	13.00
TILE SETTER	15.00
BRICK LAYER	17.00

SPECIAL PROVISIONS

SCOPE OF WORK

PART 1 GENERAL

1.1 CONTRACTOR RESPONSIBILITY

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

1.2 Measurement and Payment

- A. Measurement and payment for all work to be in accordance with Section 004100 Bid Schedule and as field measured and verified by the Engineer. All payments to be made following field verification by the Engineer of completed work, and submittal of required invoice, payment tracking, lean releases, and certified payroll.

1.3 WORK ITEMS BRIEF DESCRIPTION

A. 000000-01 General Conditions

- 1. Measurement and payment for this item will be determined based on the percentage of all other completed tasks. Payment for this item will be in the same percentage as the invoiced percentage of the total original contract amount as determined per invoice. Final invoice and payment to include no less than ten percent (10%) of the total amount of this bid item.
- 2. This item is to cover the cost of all administration, overhead, insurance, bonding, incidentals, and other soft costs not included in the other items of the bid schedule but that are necessary for completion of this project.

B. 015000-01 Temporary Facilities

- 1. The project is located in downtown Orleans, California. Access to the project site is limited to Highway 96. Temporary Traffic Control may be required for short durations to move materials and equipment to and from the site as well as to install utility crossings/connections within the Highway right-of-way.
- 2. Restroom facilities will need to be provided and maintained for the duration of the project in accordance with OSHA requirements for minimum restroom units per workers onsite.
- 3. Temporary fencing/gates will need to be implemented for the site. Access from the highway should be restricted at the existing driveway to the property. Or, at a minimum, the area(s) for stockpiled materials and equipment should be fenced.
- 4. Securable containers for tools remaining on site are highly recommended.
- 5. Electricity will need to be provided by the Contractor via portable generators or, temporary construction service from Pacific Gas and Electric (PG&E). It is the Contractor's responsibility to coordinate with PG&E for temporary electricity and to pay any and all costs associated with the temporary power service.
- 6. Temporary water will need to be provided by the Contractor. Watering of soils for compaction and dust control will need to be provided by the Contractor. Trucks or temporary use of municipal water are acceptable provisions of water for this project. Contractor will have the responsibility of working with the Orleans Service District for any water procured from the domestic water facilities located on or near the site.
- 7. Temporary irrigation water may be needed for landscape watering. The contractor is responsible for the cost of water consumed to establish landscape vegetation during the time set for construction of the project. The Owner will assume financial responsibility for irrigating landscape plants following issuance of the Letter of Substantial Completion.
- 8. Additional temporary facilities needed for the project, as determined to be necessary by the Contractor, must also be provided and paid for under this bid item. No allowance will be made for additional temporary facilities' cost following bidding unless such required facilities are directly caused by a change in the contract scope of work and identified as such under an official change order approved by both the Contractor and the Owner.

C. 017100-01 Mobilization/Demobilization

- 1. Item to cover cost of mobilizing and demobilizing of all equipment, personnel, and materials to/from the site for the duration of the project and as needed in order to complete the project.
- 2. Mobilization/Demobilization cost is to be for primary activities. Subsequent mobilizations to the site not expressly caused by alterations or modifications to the contract Scope of Work, or otherwise justified by unforeseen causes, will not be considered grounds for additional compensation or extension of contract time.

D. 024000-01 Demolition

- 1. Proposed demolition work has been identified and included in the plan set, for contractor convenience.

2. Contractor is responsible for coordinating with utility purveyors for removal of their facilities (ie: power, phone, water, etc) and protecting/preserving their facilities along the frontage of the site as well as any improvement features they have within the site that are identified to stay in place.
 3. Owner will be responsible for any fees by the utility purveyor(s) for removal of site improvements. Contractor will be responsible for any utility purveyors' fees for repair/replacement of facilities that are to remain in place that are damaged/destroyed by Contractor's activities including the acts of subcontractors of the General.
- E. 311100-01 Clearing & Grubbing
1. Clearing for the project will include tree removal, tree branch trimming, and brush/ shrubbery removal to remove all trees and branches that are in direct conflict with proposed site improvements. Tree removal is to occur such that trees are completely removed including root, trunk, and branch. All cellulose material generated (stumps, branches, shrubbery, brush, grasses) is to be transported off of the site and disposed of in strict accordance with applicable laws. All disposal fees to be included in the price provided under bidding. No additional payment will be made by the Owner for disposal fees. At the Contractor's discretion cellulose material may be ground or chipped onsite. grindings/chips can be broadcast throughout the "landscape" zones within the project property or removed from the site.
 2. All shrubbery, tree, and vegetation scheduled to remain in place is to be protected at all times. Adequate barriers and markers are to be installed by the Contractor to protect such areas from adverse impacts. Barriers and markers for protected zones are to be maintained during all construction activities and removed once all contractual work and obligations are completed.
 3. The Owner will provide initial clearing limits. The contractor will have the responsibility of maintaining all clearing limit markers during site activities. If, for any reason, the clearing limit markers are removed or destroyed the Contractor will be responsible for paying to have the limits re-established. The Owner's surveyor will be available for re-establishing markers at the Contractor's expense and at no additional cost to the Owner. The Contractor must remove and dispose of all limit markers following final inspection as part of solid waste management.
 4. Grubbing is to occur throughout the site, specifically in locations designated to receive surface improvements not designated as "landscape". All proposed building pads, access roadway alignments, curb, gutter, and sidewalks, and all other finish grade structures proposed, that will not benefit from topsoil, duff, or organic material are to be completely grubbed down to solid material (approximately four inches (4") average depth below existing grade). All soil rich with organic material is to be stockpiled in designated areas on site. All such material is scheduled to be used in landscape zones following site development under the next phase of this project. All stockpiled topsoil and cellulose rich soils are to receive stockpile management erosion control measures including perimeter barriers and covers.
 5. All areas to receive fill material must first be stripped of vegetation and top soil. No fill is to be installed over vegetation. No cellulose material is to be buried, burned, or otherwise disposed of onsite other than as stockpiled material as addressed above.
- F. 312200-01 Site Grading
1. Item to include all required grading for the project according to the grading plan. In General the site is to be graded to promote storm runoff away from improvements and into designated storm water zones.
 2. Control grades will be set by the Engineer and field verified by the Contractor for sub-grade and finish grade.
 3. Initial grade control will be provided by the Owner and set by the Engineer. It is the responsibility of the Contractor to provide day to day grade setting and checking. The Owner reserves the right to randomly check and verify grades and development during construction. All facilities and regions will need to be verified by the Engineer prior to Contractor moving to the next layer (particularly for: roadway and parking lots). Contractor will need to coordinate with the Engineer for scheduling grade staking and verification. No invoicing for such work will be paid prior to Engineer verification of completed work.
 4. Grading of the stripped site will need to occur to minimize "duck ponds" and other water dams that will prevent the free flow of storm water runoff from the site towards proposed and existing storm water conveyance improvements and established drainage ways.
 5. Any and all fill required for the site must be installed in lifts no more than one foot thick, and mechanically compacted in place. Sufficient compaction of fill must be such that a loaded ten cubic yard dump truck crossing the fill will not depress or deform the surface of the fill zone more than one inch. All fill is to be placed on stripped, solid ground. Fill with face slopes higher than five feet, as measured from toe to hinge, is to be keyed in place and installed with exposed face slopes at 1.5:1 (H:V) maximum.
 6. All impacts to the site from general traffic accessing the site including equipment and truck impacts must be smoothed and left in a clean and uniform condition once all other activities are completed for the site.
- G. 312500-01 Erosion Control
1. Prior to conducting any work incorporating the use or application of Concrete or mortar for the site the Contractor will need to install a concrete washout. The washout will need to be inspected and approved by the

- Engineer prior to concrete work beginning. If a location for building a concrete washout, other than that shown on the plans, is desired by the Contractor then a request for alternate location will need to be made to the Engineer and approved prior to building the washout. Alternate methods of concrete containment may be entertained but any such system will need to be presented as Value Engineering per Section 012400 and approved prior to implementation.
2. Street Sweeping and Cleaning: the Contractor is to implement a street sweeping and cleaning schedule for the duration of the project. The existing frontage improvements, including but not limited to existing sidewalks, curb & gutter, and paved roadways are to be kept free of debris. Material tracked onto the frontage improvements during construction activities, such as moving vehicles and equipment on and off of the site, are to be cleaned at the end of each work day. Hand broom sweeping and washing will be acceptable for minor material removal. Street sweeping with mechanical equipment will need to be conducted at least once a week to address any materials tracked onto existing improvements, as required by construction activities.
 3. Existing storm water drain inlets are to be protected with sand bags or alternate system as submitted by the Contractor and approved by the Engineer. All proposed drainage facilities will need to be protected once they are established. Protections to remain in place until Contractor demobilizes from the site or, in the case of bioswales and drainage ditches, until the permanent vegetation or rock is in place.
 4. All silt fences and waddles will need to be in place prior to major earth moving activities. They will need to be maintained for the duration of construction activities onsite. damaged or degraded barriers will need to be fixed or replaced as needed throughout the project.
- H. 321100-01 Class 2 (¾-) Aggregate Base for Main Road and Parking
1. AB to be provided for the proposed site roadway and parking lots. AB to be procured, provided, installed, and compacted by the contractor. All AB to be procured from a single source. Compaction to be field verified per Cal 216 by the Engineer prior to AC install. Contractor to schedule and coordinate with Engineer for compaction methodology development and approval. Compaction method to include field testing of spreading, watering, and rolling sequence. Contractor to submit roller specifications to Engineer prior to scheduling methodology development.
 2. Contractor to provide compaction curves for AB (secured from the supplier) or provide (2) five gallon buckets of material to the Engineer for laboratory testing and generation of compaction curve(s). Contractor to cover the cost of laboratory testing of AB material. Include the price for curve generation under this item of the bid schedule.
 3. Note AB for vertical curbs, sidewalks, and other improvements for the site are not to be included under this item. Such AB will need to be accounted for and a price provided to cover under those specific bid items.
 4. Schedule AB installation for paved zones as closely as possible to the tentative date for AC install. Prolonged exposure of AB to weather and other impacts because of poor scheduling and delays in paving activities will not be considered for additional cost or time to correct eroded or impacted AB.
- I. 321300-01 ½" Type A Hot Mix Asphalt Concrete
1. Contractor to procure, provide, and install AC for the proposed site roadway and parking lots. AC to be procured from a single source. AC to be installed in as few lifts and days as practical and as allowable per industry standards in strict conformance with California Department of Transportation Standard Specifications Section 39.
 2. All AC termination to PCC and existing AC to be cleaned and tack coated just prior to AC install.
 3. Contractor to provide CalTrans CEM-3513 or approved alternate AC verification as part of the submittal package for AC.
 4. All AC to be compacted to a minimum of 95% of maximum density as field verified per Cal 216. Contractor to provide AC compaction curve as part of submittal process.
- J. 321300-02 Striping, Pavement Markings, & Signage
1. Item to include all permanent striping, pavement markings, and signage needed for the project. In general, Contractor to provide striping and pavement markings for the intersection of the proposed site road to Highway 96 and the parking spaces for each parking lot. Intersection striping and marking, at a minimum to include stop bar and fifty feet solid center line from stop bar into site. Signage to include proposed road name sign and stop sign at intersection. Stop sign to be oriented for traffic leaving the site traveling onto Highway 96. New Road sign to be oriented parallel with the new road, perpendicular to Highway 96, and viewable/legible by traffic traveling in both directions on Highway 96.
 2. All striping, markings, and signage to be per Caltrans standards.
- K. 321600-01 Vertical Curb
1. Vertical curb to be per Caltrans A87A Type A1-6 Curb or as indicated on the plans, if different.
 2. All vertical curb to be installed with a minimum of four inches of class 2 (¾-) aggregate base below the curbs. AB to be compacted to 95% per Cal 216.

3. Cold joints in curb to be fitted with (2) 12" #4 bar dowels with 6" embedded in concrete on each side of the joint. Dowels can be installed in wet concrete or drilled and epoxy set if installed after concrete has cured.
 4. Curbs to be installed with deep expansion joints at a maximum spacing of eight feet on center (align expansion joints with sidewalk when curb and sidewalk are congruent).
- L. 331100-01 Water: Connect to Existing Main
1. Contractor to coordinate with the Orleans Community Services District for connecting to the existing water main near Highway 96. Contractor to comply with the requirements and recommendations of the service district for the connection.
 2. Contractor to pothole the area designated for the connection to determine actual location of the exiting main as well as size and material. If possible, contractor to hot-tap the main to prevent the need for main shutdown and impacts to existing services. If a hot-tap is not possible then Contractor is to coordinate with service district for scheduling and notification to existing service holders of shutdown.
 3. If the existing main is equipped with a tracer wire then Contractor is to connect tracer wire for new water line to existing wire and provide access to wire in the proposed isolation valve box nearest the existing main on the new line.
 4. Contractor to provide thrust block for connection or Sigma Lok restraint in the event of a Tee install rather than a hot-tap.
- M. 331100-02 Water: 6" HDPE DR11 Main
1. New main line to be installed in strict conformance with the requirements of the service district and the recommendations of the manufacturer.
 2. Butt fusion welds to be set for as many segments of pipe as practical prior to placement of line in the ground. Line to be placed in trench using mechanical assistance to help minimize the potential of fractures or punctures from pipe free falling into trench from finish grade height.
 3. Trench work for each day of install to be backfilled to finish grade each day. No open ditches are to be allowed overnight other than at the temporary end of the line. If the end of the line is brought to finish grade then temporary backfill is to be provided around the pipe at the end of the day. If the pipe end is allowed to remain below grade then a traffic plate or other means of protection is to be placed over the trench.
 4. All new water lines for the project are to be equipped with tracer wire and warning tape. Tracer wire to be placed at the bottom of the pipe and as close as practical to the pipe. Warning tape to be placed directly over pipe with approximately six inches of separation between the tape and pipe (per plan details).
- N. 331100-03 Water: 6" Gate Valve Assembly
1. Gate valves to be per service district requirements and manufacturer recommendations.
 2. Gate valves are to be flange and bolt connections with full gasket system. Flange adapters are to be welded to water line for each gate valve.
 3. Gate valves to be equipped with riser from top of valve to valve box (riser to be 6" HDPE pipe or approved alternate). Valve boxes to be set at finish grade. Valve boxes to be traffic rated concrete with metal frame and lid.
 4. Tracer Wires for water lines to be stubbed up into valve boxes. Coil enough tracer wire in each box to allow a minimum of 18" of wire to be pulled above valve box lid for connection of tracing equipment.
- O. 331100-04 Water: 1" Service Stub Out
1. Water services to be installed in strict conformance with service district requirements and per manufacturer recommendations for all components.
 2. Service to include tap to new 6" main, meter setter, pressure regulator/ backflow preventer, 1" PE water line, and valve boxes. Tap to 6" main saddle and corporation stop to be installed when 6" main is installed where possible. Meter setter and pressure regulator/backflow preventer to be installed within five feet of each other and access to hardware can be provided in a single, traffic rated valve box or multiple boxes in series.
 3. End service stub out to be marked with temporary 2x4 Doug fir post. Marker post to be installed at end of pipe at subgrade elevation and to extend to a minimum of three feet above finish grade. Post to be painted/marked blue and have the words "Water Service" written legibly on both wide sides of the post.
- P. 331100-05 Water: 4" Warf Hydrant Assembly
1. Warf hydrant to be installed in strict conformance with service district requirements and the recommendations of the manufacturer.
 2. Warf hydrant to be installed with the main access port facing the proposed cul-de-sac. Hydrant to be installed with an isolation valve for the hydrant connected with a flange system. Hydrant to be protected with bollards per plan detail.
- Q. 331100-06 Water: 2" PE Water Main
1. 2" water main to be the same as the 6" water main in scope.
- R. 333000-01 Sewer: Low Pressure Dosing Field
1. Dosing field to be installed per plans and manufacturer recommendations.

2. Dosing field zone to be excavated to subgrade elevation and leveled. All rocks larger than three inches in diameter are to be removed from the subgrade as well as any backfill that will be used to cover the field.
 3. Splitter valve to be installed in plastic or concrete riser or box that protrudes approximately eighteen inches above finish grade. Lid to box to be installed with screws or bolts to limit unauthorized access. Splitter valve to be set to work in alternating sequence with leachate being delivered to half of the field each time the dosing pump is activated.
 4. Manifolds from splitter to leach lines to be installed in joint trench. Two manifolds to be installed with each manifold supplying leachate to half of the field.
 5. Leach line is to be installed with orifices facing up. Each leach line is to be equipped with a PVC ball valve. The ball valves between manifold and leach lines are to be used to adjust flow of each leach line during the squirt test to help regulate leachate supply to make application of leachate for each line as equal/uniform as practical. Access to these valves following balancing of the field will not be required and they can be covered up with backfill material.
 6. Each leach line is to be equipped with a clean out at the end of each line. Cleanouts are to be established in a landscape valve box per plan detail.
 7. Contractor to coordinate with the Engineer for squirt test and pump test prior to installing quick chambers and backfilling the leachate field.
- S. 333000-02 Sewer: Miscellaneous Plumbing
1. Bid item to include cost for procuring and installing all of the required plumbing to connect the septic tank, AX100, dosing tank, and splitter valve.
- T. 333000-03 Sewer: 500 Gallon Dosing Tank/Pump
1. System to be installed per manufacturer recommendations.
 2. Dosing tank to be concrete or fiberglass and be equipped with a 24" diameter access port to finish grade. The dosing pump is to be mounted on a rail system to allow for easy retrieval for maintenance and replacement. The pump rail is to be constructed of stainless steel or alternate material that will not degrade over time from exposure to water and leachate. The rail should extent up the access port to just below the tank lid.
 3. Pump, pump control and electrical lines to be per Orenco recommendations/supply.
- U. 333000-04 Sewer: Control Panel
1. Control panel to be TCOM and be installed per manufacturer recommendations. Item to include procurement and installation of control panel backboard, control panel, and all conduits and cables to connect the control panel to the septic system and electric service.
 2. Control panel to be set on fiberglass backboard adjacent to sewer electric service panel. Backboard to be mounted on galvanized posts set in concrete.
 3. Control panel box to be equipped with a lock. System visual and audible alarm may also be mounted adjacent to the control panel.
 4. Contractor to coordinate with control panel supplier for install and configuration.
- V. 333000-05 Sewer: AX-100
1. AX-100 to be installed per manufacturer recommendations as provided in install manual.
- W. 333000-06 Sewer: 10,000 Gallon Tank System
1. Tank to be installed per manufacturer recommendations and installation manual.
 2. Xerxes eight foot diameter tank recommended or approved alternate. Tank to be manufactured with baffle system to create three chambers. Chambers to include: 5,000 gallon primary, 2,500 gallon pre-anoxic, and 2,500 gallon recirculation/blend.
 3. Inlet port to be 6" diameter. Outlet port to be 4" diameter.
 4. Access ports to each chamber to be 24" diameter and have risers to finish grade. Two access ports to be provided for the primary and recirculation chambers. One port for the pre-anoxic chamber. Supply line between pre-anoxic chamber and pod to be installed in port riser. As well as recirculation line from recirculation chamber to pre-anoxic chamber. Also discharge line from pod to recirculation chamber to be installed in recirculation port riser.
 5. Deadman anchorage system to be prefabricated or poured in place concrete (builder's choice). Tank strapping and restraint connection to Deadman block to be in strict conformance with tank manufacturer requirements.
- X. 333000-07 Sewer: 48" Manhole Assembly
1. Item to be installed in strict conformance with the manufacturer's recommendations, per plan details, and per the direction of the Engineer.
 2. Manholes to be eccentric cone style for vertical ladder install. Manhole lids to be set to match finish grade.
 3. Tracer wire for sewer main to be stubbed up in manholes. Allow enough slack material to be able to pull a minimum of eighteen inches of tracer wire out of manhole for connecting tracing equipment.
- Y. 333000-08 Sewer: 6" PVC SDR35 Main

1. Item to be installed in strict conformance with the manufacturer's recommendations, per plan details, and per the direction of the Engineer.
 2. Sewer main to be equipped with tracer wire and marker tape. Tracer wire to be set at the bottom of the pipe and as close to the pipe as practical. Marker tape to be at least 6" above pipe and oriented/aligned directly above the pipe.
 3. Pipe embedment and backfill to be sand. Minimum of four inches below pipe and six inches above and on sides. Remaining trench backfill above sand layer up to finish grade to be native material. Backfill to be placed in one foot maximum vertical lifts and mechanically compacted.
- Z. 333000-09 Sewer: 4" PVC Service Later Stub-out
1. Item to be installed in strict conformance with the manufacturer's recommendations, per plan details, and per the direction of the Engineer.
 2. Stub out trench work to be similar to sewer main scope above.
 3. End of lateral pipes to be equipped with temporary cap to help keep dirt from entering pipe and for leak testing.
 4. All laterals to have 2x4 doug fir marker installed at the end of pipes. Marker board to be installed with the bottom of the board at the bottom of the pipe. Board to extent to three feet above finish grade. Board to be painted green and have the words "Sewer Lateral" written on each wide portion.
- AA. 334000-01 Storm Drain: French Drain
1. Item to be installed per plan and the direction of the Engineer.
 2. French Drain rock to be three inch minus washed/clean rock. Trench to be lined with non-woven geotextile to help segregate native material from drain rock to minimize fines intrusion into the drain system. Fabric to be installed along bottom of trench and up both walls to finish grade. Trench rock to be installed to finish grade and left open face.
 3. Contractor to stockpile drain rock on site in a manner to reduce fines and contaminants from entering the rock prior to install. Any rock contaminated with dirt and installed in the trench will need to be removed/replaced with clean rock.
 4. End of French drain pipe at bioswale to be stopped short of the bioswale and covered over with drain rock.
- BB. 334000-02 Storm Drain: Bioswale
1. Item to be installed per plan details, and per the direction of the Engineer.
 2. Bioswale slope and conform to finish grade to be slightly rolled to allow for ease of mowing and maintenance.
 3. Bioswale vegetation to be Pennington Seed Inc. "Humboldt Mix" or approved equal alternate. Coverage application to be one pound per one hundred square feet. Contractor to provide watering of seed following install and either until the plant life is thick, mature, and thriving or until completion of all other items of the contract. Responsibility for maintenance and watering of the bioswale will transfer to the Owner at completion of the project.
 4. Contractor to provide a minimum of one 25 pound bag of seed to the Owner for reseeded and filling in sparse areas following completion of the project.
- CC. 337000-01 Electric: Overhead to Underground Conversion
1. All electric system work to be per PG&E requirements.
 2. Contractor to coordinate with PG&E for conversion. Owner will pay any fees associated with electrical work to PG&E direct.
 3. Contractor to install new 35' pole, per plan to accommodate overhead to underground conversion. Pole location and size to be confirmed with PG&E prior to order or install.
 4. Onsite conduits for electrical main to terminate in pull box at the base of the new pole. Conduit from pole to also terminate in pull box.
- DD. 337000-02 Electric: OWTS Service Pole
1. All electric system work to be per PG&E requirements.
 2. Contractor to coordinate with PG&E for new service. Owner will pay any fees associated with electrical work to PG&E direct.
 3. Contractor to set new 35' service pole for the onsite wastewater system service. Pole to be equipped with weather head, conduit, and guy wire (if required). Meter panel to either be mounted on the new service pole or the control system backboard. If meter panel is set on pole then a separate load panel will need to be installed on the control panel backboard for sewer system circuits.
- EE. 337000-03 Electric: Transformer Pad
1. All electric system work to be per PG&E requirements.
 2. Contractor to install PG&E specified transformer pads. Pad Box Code Number 360003. Contractor to confirm pad box prior to order or install.
- FF. 337000-04 Electric: Joint Trench
1. All electric system work to be per PG&E requirements. Contractor to coordinate with PG&E for trench inspection(s) and signoff. PG&E minimum requirements typically include visual inspection and mandrel testing

- of all conduits. Refer to PG&E design and requirements for complete instructions on inspections and scheduling.
2. Joint Trench to be per plans and the direction of the Engineer.
 3. Joint trench occupants to include electrical, landline communications, and high speed internet. Conduit orientation, separation, and configuration to be per PG&E joint trench detail and requirements.
 4. All conduits to be backfilled with sand. Portions of trench that are outside of roadway and parking lot zones are to be backfilled above sand layer and to finish grade with site native materials. Trenches through road and parking lot zones are to be backfilled above the sand layer with Class 2 (3/4-) Aggregate Base. All trench backfill is to be installed in lifts that do not exceed one foot vertically. Lifts are to be mechanically compacted in place. All trench backfill compaction to be a minimum of 95% of maximum density. Field testing of trench backfill to be provided by the Owner. Engineer to test density and moisture per Cal 216.
- GG.337000-05 Electric: Junction/Pull Box
1. All electric system work to be per PG&E requirements.
 2. Electric pull boxes to be 17"x30"x26" for primary junctions and 17"x30"x18" for secondary. Contractor to verify box type and dimensions with PG&E prior to order or install.
- HH.337000-06 Electric: Single Family Home Service Stub Outs
1. All electric system work to be per PG&E requirements.
 2. Service conduits to be encased in sand per PG&E backfill requirements. Backfill above sand layer in landscape zones to be site native material. Backfill above sand layer in road or parking lot zones to be Class 2 (3/4-) Aggregate Base. All backfill to be installed in one foot maximum vertical lifts and mechanically compacted.
 3. Service stub outs to have conduit ends temporarily capped or sealed to help prevent dirt and water intrusion. Service ends to be marked with 2x4 Doug fir marker post. Post to extend from the end of the conduit to three feet above finish grade. Posts to be painted red and marked "Electric Service" on both wide sides of the board.
- II. 338000-01 Communications: Overhead to Underground Conversion
1. All communications system work to be per Frontier requirements. Contractor to coordinate with Frontier. Overhead to underground conversion to occur on same pole described under Electric overhead to underground item above.
- JJ. 338000-02 Communications: Joint Trench
1. All communications system work to be per Frontier requirements.
 2. Joint trench to be per scope described under electric joint trench above.
- KK.338000-03 Communications: Junction/Pull Box
1. All communications system work to be per Frontier requirements.
 2. Communication junction/pull boxes to be 17"x30"x18".
- LL. 338000-04 Communications: Pedestals
1. All communications system work to be per Frontier requirements.
 2. Contractor to sweep conduits up above finish grade in a tight bungle in locations for pedestals. Frontier to install pedestals following contractor conduit install. Conduit ends will need to be capped/covered to prevent water and foreign object intrusion. Pull tape for each conduit to be installed with a minimum of three feet of pull tape beyond the end of each conduit. Pull tape to be wrapped around conduits and secured in place.
- MM. 338000-05 Communications: Service Stub Outs
1. All communications system work to be per Frontier requirements.
 2. Communications stub out conduits to be temporarily capped/sealed to protect against foreign object intrusion. End of conduits to be marked with 2x4 Doug fir marker. Marker to be installed from the end of the conduit to three feet above finish grade. Marker to be painted orange and have the words "Com Service" written on both wide sides of the marker board.
- NN.338200-01 Internet: Joint Trench
1. All Internet system work to be per Áan Chúphan Internet Service Provider (ACISP) requirements. Contractor will need to coordinate with the ACISP for internet component install.
 2. Internet joint trench to be per scope requirements as described under electric joint trench description above.
- OO.338200-02 Internet: Junction/Pull Boxes
1. All communications system work to be per ACISP requirements.
 2. junction/pull boxes to be 17"x30"x18".
- PP. 338200-03 Internet: OWTS Service
1. All communications system work to be per ACISP requirements.
- 338200-04 Internet: OWTS Service
2. Onsite wastewater treatment system internet service to be wireless basic broadband. Contractor to coordinate with ACISP for hardware install. Owner will pay direct to ACISP for any fees associated with establishing the service connection.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION

4. SITE CONDITIONS

- 4.1 The work shall be performed in [Orleans, CA, Humboldt County](#).
- 4.2 The Contractor shall determine actual site conditions with regard to surface vegetation, trees, stumps, and other miscellaneous obstacles to construction. The Contractor shall perform, at no additional cost, all necessary clearing, grubbing, and disposal of these and other obstacles including existing abandoned utilities in order to do work required by the contract.
- 4.3 Locations, materials, and sizes of any utilities shown are approximate only and are not meant to be a complete representation of all utilities actually present. The Contractor shall determine exact locations and details from the responsible utility authority.

5. CONTRACT DOCUMENTS

- 5.1 A maximum of three sets of contract drawings and specifications (if applicable) will be furnished without charge to the Contractor at award of this contract.

6. PRE-CONSTRUCTION CONFERENCE AND PROJECT MEETINGS

- 6.1 Prior to commencing work, the Contractor shall be required to participate in a pre-construction conference with the Owner, Engineer, and other representatives designated by the owner (if necessary). The purpose of this conference will be to discuss the authorities, duties, and responsibilities of parties involved and to plan operating procedures mutually satisfactory to those involved. It will also present an opportunity to resolve any questions regarding performance under the contract, which have not been previously resolved.
- 6.2 To enable orderly review of progress during construction and to provide for systematic discussion of problems, the Owner may conduct project meetings throughout the construction period. In general project meetings may be held as needed in accordance with a mutually acceptable schedule. The purpose of the meetings is to analyze problems that might arise between the community, the Tribe, and the Contractor, relative to execution of the work.
- 6.3 Persons designated by the Contractor to attend and participate in project meetings shall have all required authority to commit the Contractor to solutions as agreed upon in the project meetings. The agenda shall be made available to all parties at least 24 hours in advance of the meeting. To the maximum extent practicable, project meetings shall be held at the job site.

7. CONTRACT PROGRESS SCHEDULE

- 7.1 The Contractor shall prepare three copies of a Contract Progress Schedule in accordance with these instructions and submit to the Owner as required.
- 7.2 The Schedule shall show:
- a) the Contractor's name and address;
 - b) the Project Name and number as shown on the Contract;
 - c) the Starting Date, and Completion Date as shown on the contract;
 - d) the calendar weeks (i.e., 1/1/13) for those weeks that work is scheduled.
- 7.3 Every major item of work shall be listed in logical sequence and in sufficient detail to identify the element. Each item shall have an allotted duration of weeks shown by a solid line. Below this line there shall be space to chart the actual progress of the work.
- 7.4 The progress schedule shall be updated weekly and submitted to the Contract Manager.
- 7.5 In the event the contract is modified, changing the progress of the work, adding or deleting work, or changing the original completion date, a revised progress schedule will be prepared and submitted to the Contract Manager.
- 7.6 Care should be taken to plan the work in such a manner that it can be accomplished as stated in this schedule. If for any reason it becomes known that any part of the progress will be delayed, this fact should be reported to the Contract Manager.

8. MEASUREMENT AND PAYMENT

- 8.1 Payment shall be based on the actual quantities completed and shall represent full compensation under the contract. The price for the completed item of work shall also include all applicable state and local sales or

other taxes. TERO tax equaling 2% of the total contract price shall be deducted in its entirety from the initial pay request or incrementally from payment.

- 8.2 Items of work listed in the Bid Schedule *may include* but not be limited to the following items:
- a) **Mobilization And Bonds:** Measurement and payment for mobilization and bonds shall be on a lump sum basis. Partial payment for mobilization and bonds shall be made upon the percent complete of the total project at the time of partial payment request.
 - b) **Site Clearing and Grubbing:** Measurement and payment for site clearing and grubbing shall be on a lump sum basis. The price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to do all the work involved in site clearing and grubbing, removal of existing concrete and AC slabs, and removal of existing abandoned utilities, and as directed by the Engineer.
 - c) **Removal of Topsoil, Grading of Building Pads & Driveways:** Measurement and payment for stripping of topsoil, site grading of building pads and driveways shall be on a lump sum basis. The price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to do all the work involved in site clearing and grubbing, stripping and stockpiling topsoil, excavation and disposal of unsuitable native material, removal of existing concrete and AC slabs, removal of existing abandoned utilities, import of suitable backfill material and compaction as specified in the contract documents, provide and install drainage appurtenances, and as directed by the Engineer.
 - d) **Installation of Electrical Utilities:** Measurement and payment for installation of electrical utilities shall be on a lump sum basis. The price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to do all the work involved in supplying and installing the utilities including excavation and shoring of trenches, disposal of excess or unsuitable native material, installation of transformers, street lights, and conduit, testing, connection of services to main supply, backfill and compaction as specified in the contract documents, and as directed by the Engineer.
 - e) **Installation of Sewer & Water Utilities:** Measurement and payment for installation of water and sewer utilities shall be on a lump sum basis. The price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to do all the work involved in supplying and installing the utilities including excavation and shoring of trenches, disposal of excess or unsuitable native material, installation of pipe work or conduit, testing and disinfection, connection of services to main supply, backfill and compaction as specified in the contract documents, and as directed by the Engineer.

9. CONTRACT SUBMITTAL REQUIREMENTS

- 9.1 The Contractor shall furnish material submittals, shop drawings operation and maintenance manuals, and as-built drawings in accordance with any requirements detailed in the Technical Specifications.

10. LAWS AND PERMITS AFFECTING WORK

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

11. MAINTENANCE OF UTILITIES AND SITE FACILITIES

- 11.1 The Contractor is responsible to determine the exact location of any and all utilities not specifically located on the plans and to protect them from damage during construction. Should any utility be damaged or disturbed, the Contractor shall immediately notify the Owner and the owner of the damaged utility. Any and all damage that results from work under the contract shall be promptly repaired at the expense of the Contractor.
- 11.2 During the progress of work, the Contractor shall protect all existing vegetation, structures, sidewalks, streets, mailboxes, ditches, culverts, signposts, fences, driveways, and similar items. If the Contractor must remove or disturb these facilities, provision shall be made to maintain a temporary facility serving the same

purpose as that which it was intended to replace. Damage caused by the Contractor's negligence, over excavation or any of the Contractor's operations to vegetation, structures, sidewalks, streets, mailboxes, ditches, culverts, signposts, fences, driveways and similar items shall be promptly restored at the Contractor's expense. Upon completion of the work, the Contractor shall restore all such facilities to a condition at least equal to that existing prior to construction. The Contractor shall not obstruct access to the site.

- 10.3 The Contractor shall perform his work at all times in a manner to ensure minimal obstruction to traffic and minimal inconvenience to the general public.

12. NOTIFICATION AND INSPECTION

- 12.1 Final inspection will be made by the Owner when requested and when the Contractor advises that all the materials have been furnished, all the work as been performed, and all the construction provided for by the contract has been completed in accordance with its terms.
- 12.2 Request for final inspection shall be submitted in writing by the Contractor to the Owner at least five working days prior to the requested date of final inspection to allow sufficient preparation and scheduling by Owner.
- 12.3 The Contractor may be charged with additional cost of re-inspection when the work is not ready at the time specified by the Contractor and re-inspection or re-test is necessary. Acceptance will be made by the Owner on the date when all materials, work or other requirements of the drawings, specifications and contract are furnished or completed. The Contractor will be advised in writing of the date the work is determined to be completed and accepted and until such acceptance the Contractor will be responsible for all work performed and materials delivered.

13. CLEANUP AND FINISH GRADING

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

14. ORDER OF PRECEDENCE

- 14.1 In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:
- a) Bid Schedule, and Terms and Conditions of Contract.
 - b) Written bidding instructions.
 - c) Special Provisions.
 - d) General Provisions.
 - e) Submittals.
 - f) Technical Specifications.
 - g) Drawings.

FEDERAL REQUIREMENTS

The following Federal Requirements are incorporated into the Contract Documents, to the extent applicable, based on funding and grant requirements:

1. The work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b) which requires that to the greatest extent feasible: (a) preference and opportunities for training and employment shall be given to Indians; and (b) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. The parties to this Contract shall comply with the provisions of section 7(b) of this Act. 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. The Contractor shall include this section 7(b) clause in every subcontract in connection with the Contract, and shall, at the direction of the Owner, take appropriate action pursuant to the subcontract upon a finding by the Owner or the U.S. Department of Housing and Urban Development (HUD) that the subcontractor has violated this section 7(b) clause of this Act. Furthermore, to the greatest extent feasible preference in the award of contracts and subcontracts shall be given to low income locals in accordance with section 3 of the Housing and Urban Development Act of 1968 but not in derogation of compliance with section 7(b). The section 3 requirements however apply only to projects or activities that exceed \$200,000.
2. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000).
3. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub grants for construction or repair).
4. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 when required by Federal grant program legislation).
5. Compliance with the Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$100,000 that involve the employment of mechanics or laborers).
6. Access to and retention of records for a period of three (3) years relating to this Project as required by 2 CFR Parts 200.333 and 200.336. Cooperation and provision of all necessary information and documentation as may be required for reporting relating to this project.
7. Affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321; E.O. 11625).
8. No award or subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension".
9. Compliance with the provisions of the Hatch Act (5 U.S.C. 1501-1508) and the Intergovernmental Personnel Act of 1970 as amended by Title VI of Civil Service Reform Act (Pub. L. 95-454 Section 4728) prohibiting use of federally appropriated funds for influencing or attempting to influence the award of any federal monies and to make such reports and disclosures as are required there under. The signing of the contract in which this Attachment is referenced is a certification of agreed compliance.
10. Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (Contractors that that apply or bid for an award exceeding \$100,000 must file the required certification).
11. Compliance with Conflict of Interest requirements of 2 CFR Part 200.112. Owner will disclose in writing any potential conflicts of interest to Federal awarding agency or pass-through entity in accordance with applicable Federal

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

12. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and implementing regulations at 24 CFR Part 570.608, as well as compliance with the requirements regarding asbestos of 40 CFR Part 61 and 40 CFR Part 763, as well as 29 CFR Parts 1910.1001 and 1926.58.
13. Compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
14. Except as Indian Preference requirements and the provisions of the Native American Housing Assistance and Self-Determination Act (NAHASDA), 25 U.S.C. 1401, et seq. may supersede, compliance with prohibitions against discrimination as provided by Title VI of the Civil Rights Act of 1976 (Pub. L. 88-352) and related HUD regulations, Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146, Section 504 of the Rehabilitation Act of 1973, as amended, 24 CFR Part 8, title VIII of the Civil Rights Act of 1968; 25 U.S.C. 1301-1303.
15. In part because of agreements regarding the monies utilized to fund this contract and federal requirements, the Owner and HUD have reserved certain rights to licenses and copyrights regarding work developed or purchases made relating to said funds.

TECHNICAL SPECIFICATIONS

1. Technical Specifications, Dated: 4/15/2024, 11 Pages.
2. Onsite Wastewater Treatment System Design and Cumulative Impact Study Report, Last Revised: 9/2022, 62 Pages.
3. Stormwater Pollution Prevention Plan (SWPPP), Dated: 10/10/2023, 175 Pages.

DRAWINGS

1. Orleans Housing Development Plans, Dated: 12/2023, 20 pages.

MODIFICATIONS AND ADDITIONS

1. None.