

REQUEST FOR BIDS

Cocopah Indian Tribe

Back-up Generators for Water wells

Release Date 07/12/2013

Optional Pre-Bid 07/19/2013, 9am

RFI due date 07/26/2013 by 3pm AZ Time

Bids due 08/09/2013 by 10am AZ Time, @ Cocopah West (Public Works Department)

Scope/Intent of Services

The contractor shall provide professional services to supply and install three back-up generators for the Cocopah Indian Tribe (Tribe) in Yuma County, Arizona. The generators are necessary to keep water wells and treatment facilities in operation during periodic power outages. The contractor's duties shall include, but are not limited to, the following:

A. Deliverables:

- Purchase/supply of three (3) diesel generators.
- All site preparation necessary to install the generators at the three different reservation locations. This will include, at minimum:
 - i. Any necessary site work (grading, trenching, backfill, etc.)
 - ii. Construction of concrete pad for foundation (design, formwork, concrete, etc.)
 - iii. All electrical work, materials.
- Scoping of electrical items are included in Appendix A.
- Work to be completed within 90 days of notice-to-proceed.

B. All associated electrical work necessary to connect the generators to the systems, in order to provide for emergency back-up power. All electrical work shall be performed by a certified electrician, and shall be accompanied by a set of asbuilts detailing the work completed.

C. Submittal Criteria: As part of the proposal, each contractor shall submit the following, at a minimum, for review.

- Proposed Work Plan - Detail the company understands of what they will be providing, a project schedule, as well as the proposed approach for accomplishing the work.
- Professional Qualifications and Experience - Statement of Qualifications, including employees/subcontractors involved in the project, relevant qualifications and experience related to activities associated with similar contracts with government and tribal agencies. In addition, each of the listed projects should include the owner, contact information, brief project description, and cost of the project. Inclusion of experience working with Indian tribes, federal agencies that fund and/or regulate sanitation facilities in Indian country and small communities is highly recommended.
- Official Bid – Detailed bid on provided bid schedule. Note that each item should be estimated so as to encompass all work related/necessary to complete the item. No additional items shall be added. Project will be awarded to the lowest qualified bidder.

Contract Documents:

The construction work and contract shall be executed according to the specifications outlined in the contract documents package. The items included in this package are as follows:

- This request for bids
- Bid Schedule (appendix B)
- Site Maps (appendix C)
- Contractor Reference Checks for Tribal Construction (appendix D)
- RFI questions/responses

Proposal Evaluation:

The Indian Health Service (IHS) will assist the Tribe with the evaluation of bids and selection of the lowest qualified bidder. The Tribe reserves the right to reject any or all proposals.

Requests for Information:

Questions concerning this Request for Bids must be submitted in writing as a Request for Information (RFI). RFI submissions may be made via e-mail. RFI submissions must be received by BOTH the Tribe’s Public Works Office (PWO) and IHS no later than **Friday, July 26th, 2013 by 3:00 pm AZ time**. RFIs and their answers will be shared with all prospective bidders.

Proposal Deadline and Submission Instructions: Responsive bidders shall submit one (1) electronic copy (in PDF format) of their Bid in a sealed envelope marked “Bid for Cocopah Generators Project” to the PWO by mail to the address listed below on **Friday, August 09, 2013 at 10:00 am AZ time**. Bids may also be submitted electronically by emailing them to both the PWO and IHS. Proposals received via fax shall be rejected.

An optional pre-bid meeting will be held on **Friday, July 19, 2013 at 9:00 am AZ time** at the Cocopah Public Works offices. Bidders will be escorted to the different sites in order to provide the opportunity for familiarizing themselves to the sites/conditions. Please notify both the PWO and IHS via email if you plan on attending. If we do not hear from anyone the meeting will not be held.

Other Information: Tribally owned company (>51%) preference is given in the event of equal bids. Bidders claiming Indian Preference as an Indian Owned Economic enterprise must attach properly completed “Indian Owned Economic Enterprise Qualification Statement” to the BID (appendix E). Failure to submit this form will void the bidder’s claim for Indian preference. Contract compliance and enforcement is the responsibility of the Tribe. The role of IHS shall be that of technical advisor and construction inspector. State lien laws do not apply. California Davis-Bacon wage rates shall be in effect. For construction contracts exceeding \$100,000 a performance and payment bond 100% of the contract price is required; a bid bond of 5% of the contract price is required. Contact information for the Tribe’s PWO, and IHS are follows:

Cocopah Tribe’s – Project Manager	Indian Health Service
Edmund Domingues, Public Works Director Cocopah Indian Tribe 14515 S Veterans Dr Somerton, AZ 85350 Phone – 928-627-0616 Fax –928-627-3115 edomingues@cocopah.com	LT. Joshua Sims, P.E., Field Engineer Indian Health Services Office of Environmental Health and Engineering FT. Yuma Service Unit – Western Arizona District Office P.O. Box 1368 Yuma, AZ 85364 Phone – 760-572-4238 Fax – 760-572-2117 Joshua.sims@ihs.gov

Appendices:

- A – General Specs/Supplementary Conditions/Technical Specs**
- B – Bid Schedule**
- C – Site Maps**
- D – Reference Checks**
- E – Indian owned enterprise qualification statement**

Appendix A
General Provisions & Technical Specifications

GENERAL PROVISIONS

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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 SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 AGREEMENT - The written instrument which is evidence of the AGREEMENT between the OWNER and CONTRACTOR covering the WORK.
- 1.4 ASBESTOS - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.5 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.6 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.7 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.8 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.
- 1.9 CLAIM - A demand or assertion by the OWNER or CONTRACTOR seeking an adjustment of CONTRACT PRICE or CONTRACT TIMES, or both, or other relief with respect to the terms of the CONTRACT. A demand for money or services by a third party is not a CLAIM.
- 1.10 CONTRACT - The entire and integrated written AGREEMENT between the OWNER and CONTRACTOR concerning the WORK. The CONTRACT supersedes prior negotiations, representations, or agreements, whether written or oral.
- 1.11 CONTRACT DOCUMENTS - The CONTRACT DOCUMENTS establish the rights and obligations of the parties and include the AGREEMENT, ADDENDA (which pertain to the Contract Documents), CONTRACTOR's BID (including documentation accompanying the BID and any post bid documentation submitted prior to the NOTICE OF AWARD) when attached as an exhibit to the AGREEMENT, the NOTICE TO PROCEED, the BONDS, these GENERAL CONDITIONS, the SUPPLEMENTARY CONDITIONS, the SPECIFICATIONS and the DRAWINGS as the same are more specifically identified in the AGREEMENT, together with all WRITTEN AMENDMENTS, CHANGE ORDERS, WORK CHANGE DIRECTIVES, FIELD ORDERS, and OWNER's written interpretations, and clarifications issued on or after the Effective Date of the Agreement. Approved submittals and the reports and drawings of subsurface and physical conditions are not Contract documents. Only printed or hard copies of the items listed in this paragraph are CONTRACT DOCUMENTS. Files in electronic media format of text, data, graphics, and the like that may be furnished by the OWNER to the CONTRACTOR are not CONTRACT DOCUMENTS.
- 1.12 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.13 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

- 1.14 CONTRACTING OFFICER - The person with the OWNER organization who is authorized to administer the contract for the OWNER.
- 1.15 CONTRACTING OFFICER'S REPRESENTATIVE - The representative of the CONTRACTING OFFICER 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.
- 1.16 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the AGREEMENT.
- 1.17 CULTURAL RESOURCES - Buildings, archaeological sites, districts and objects of national, State or local significance on or eligible for, inclusion in the National Register of Historic Places.
- 1.18 DRAWINGS - 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 ENGINEER.
- 1.19 EFFECTIVE DATE OF THE AGREEMENT - The date indicated in the AGREEMENT on which it becomes effective, but if no such date is indicated, it means the date on which the AGREEMENT is signed and delivered by the last of the two parties to sign and deliver.
- 1.20 ENGINEER - The person or entity named as such in the CONTRACT DOCUMENTS.
- 1.21 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 to the CONTRACTOR during construction.
- 1.22 HAZARDOUS ENVIRONMENTAL CONDITION - The presence at the SITE of ASBESTOS, PCBs, PETROLEUM, HAZARDOUS WASTE, or RADIOACTIVE MATERIAL in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the WORK.
- 1.23 HAZARDOUS WASTE - The term HAZARDOUS WASTE shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.24 NOTICE OF AWARD - The WRITTEN NOTICE by the OWNER to the apparent successful BIDDER stating that upon timely compliance by the apparent successful BIDDER with the conditions precedent listed therein, the OWNER will sign and deliver the AGREEMENT.
- 1.25 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.
- 1.26 OWNER - A public or quasi-public body or authority, Tribe, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.27 PARTIAL UTILIZATION - Use by OWNER of a substantially completed part of the WORK for the purpose for which it is intended (or a related purpose) prior to SUBSTANTIAL COMPLETION of all the WORK.
- 1.28 PCBs - Polychlorinated biphenyls.
- 1.29 PETROLEUM - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel, oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- 1.30 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.31 RADIOACTIVE MATERIAL - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.32 SITE - Lands or areas indicated in the CONTRACT DOCUMENTS as being furnished by the OWNER upon which the WORK is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the OWNER which are designated for the use of the CONTRACTOR.
- 1.33 SUBMITTALS - 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. 1.34 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship; synonymous with TECHNICAL PROVISIONS.
- 1.35 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.
- 1.36 SUBSTANTIAL COMPLETION - The time at which the WORK (or a specified part thereof) has progressed to the point where, in the opinion of the OWNER, the WORK (or a specified part thereof) is sufficiently complete, in accordance with the CONTRACT DOCUMENTS, so that the WORK (or specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the WORK refer to SUBSTANTIAL COMPLETION thereof.

- 1.37 SUPPLEMENTARY CONDITIONS - That part of the CONTRACT DOCUMENTS which amends or supplements these GENERAL CONDITIONS.
- 1.38 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.
- 1.39 TRIBE - The governing body of the Indian tribe which has jurisdiction on the Indian Reservation on or near which the WORK will be performed.
- 1.40 UNDERGROUND FACILITIES - All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, or other liquids or chemicals, or traffic or other control systems.
- 1.41 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.
- 1.42 WORK CHANGE DIRECTIVE - A written statement to the CONTRACTOR issued on or after the EFFECTIVE DATE of the AGREEMENT and signed by the OWNER, ordering an addition, deletion, or revision in the WORK, or responding to differing or unforeseen subsurface or physical conditions under which WORK is to be performed or to emergencies. A WORK CHANGE DIRECTIVE will not change the CONTRACT PRICE or the CONTRACT TIMES but is evidence that the parties expect that the change ordered or documented by a WORK CHANGE DIRECTIVE will be incorporated in a subsequently issued CHANGE ORDER following negotiations by the parties as to its effect, if any, on the CONTRACT PRICE or CONTRACT TIMES.
- 1.43 WRITTEN AMENDMENT - A written statement modifying the CONTRACT DOCUMENTS, signed by the OWNER and the CONTRACTOR on or after the EFFECTIVE DATE of the AGREEMENT and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the CONTRACT DOCUMENTS.
- 1.44 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. TERMINOLOGY

2.1 Intent of Certain Terms or Adjectives

2.1.1 Whenever in the CONTRACT DOCUMENTS the terms "as allowed", "as approved," or terms of like effect or import are used, or the adjectives, "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the WORK, it is intended that such action or determination will be solely to evaluate, and make recommendations to the owner, in general, the completed WORK for compliance with the requirements of and information in the CONTRACT DOCUMENTS and conformance with the design concept of the completed PROJECT as a functioning whole as shown or indicated in the CONTRACT DOCUMENTS (unless there is a specific statement indicating otherwise).

2.2 The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2.3 Defective

2.3.1 The word "defective", when modifying the word "WORK," refers to WORK that is unsatisfactory, faulty, or deficient in that it does not conform to the CONTRACT DOCUMENTS or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to OWNER'S final payment.

2.4 Furnish, Install, Perform, Provide

2.4.1 The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the SITE (or some other specified location) ready for use or installation and in usable or operable condition.

2.4.2 The word "install", when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

2.4.3 The words "perform" or "provide", when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

2.4.4 When "furnish", "install," "perform", or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

2.5 Unless stated otherwise in the CONTRACT DOCUMENTS, words or phrases which have a well-known technical or construction industry or trade meaning are used in the CONTRACT DOCUMENTS in accordance with such recognized meaning.

3. CONTRACT TIME AND LIQUIDATED DAMAGES

- 3.1 The CONTRACT TIME for completion of the WORK is an essential condition of the CONTRACT DOCUMENTS. The CONTRACT TIME for completion appears in the SUPPLEMENTARY CONDITIONS. The WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 3.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. 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.
- 3.3 If the CONTRACTOR fails to substantially complete the WORK and the OWNER cannot take beneficial use of the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the CONTRACT for each calendar day that the WORK is incomplete after the date established by the CONTRACT.
- 3.4 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 OWNER.
 - 3.4.1 To any preference, priority or allocation order duly issued by the OWNER.
 - 3.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
 - 3.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 3.4.1 and 3.4.2 of this article.

4. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

- 4.1 The CONTRACT DOCUMENTS may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof in one or more of the following ways: (i) a WRITTEN AMENDMENT; (ii) a CHANGE ORDER; or (iii) a WORK CHANGE DIRECTIVE.
- 4.2 The requirements of the CONTRACT DOCUMENTS may be supplemented, and minor variations and deviations in the WORK may be authorized, by one or more of the following ways: (i) a FIELD ORDER; (ii) OWNER'S approval of a SUBMITTAL; or (iii) OWNER'S written interpretation or clarification.

5. DRAWINGS AND SPECIFICATIONS

- 5.1 The intent of the DRAWINGS and SPECIFICATIONS 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.
- 5.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 5.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the OWNER, 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.

6. EQUAL EMPLOYMENT OPPORTUNITY

- 6.1 During the performance of this contract, the CONTRACTOR agrees as follows:
 - 6.1.1 The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, except as required by Indian preference provisions contained herein.
 - 6.1.2 The CONTRACTOR shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin, except as required by Indian preference provisions contained herein. 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.
 - 6.1.3 The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 6.1.4 The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 6.1.5 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.
- 6.1.6 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.
- 6.1.7 The CONTRACTOR shall furnish 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.
- 6.1.8 The CONTRACTOR shall permit access to its books, records, and accounts by the OWNER or the Office of Federal Contract Programs (OFCCP) for the purposes of investigation to ascertain compliance with the applicable rules, regulations, and orders.
- 6.1.9 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 Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the CONTRACTOR as provided in Executive Order No. 11246, as amended, the rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- 6.1.10 The CONTRACTOR shall include the terms and conditions of this clause in every SUBCONTRACT or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order No. 11246, as amended, so that such provisions will be binding upon each SUBCONTRACTOR or vendor.
- 6.1.11 The CONTRACTOR shall take such action with respect to any SUBCONTRACT or purchase order as the OWNER 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 OWNER, the CONTRACTOR may request the OWNER and the United States to enter into such litigation to protect the interests of the United States.
- 6.1.12 Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60 - 1.1

7. CLEAN AIR AND WATER

- 7.1 The CONTRACTOR agrees:
 - 7.1.1 To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Clean Air Act and the Clean Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract.
 - 7.1.2 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.
 - 7.1.3 To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.
 - 7.1.4 To insert the substance of this clause into any nonexempt SUBCONTRACT, including this subparagraph 7.1.4.

8. CULTURAL RESOURCES

- 8.1 If CULTURAL RESOURCES are encountered during excavation the CONTRACTOR shall stop construction at that location until the nature and significance of the materials can be determined by the archaeologist. The CONTRACTOR will be allowed to continue construction in locations not affected by the CULTURAL RESOURCES. Provision #11, DIFFERING SITE CONDITIONS shall apply, including notification requirements.

9. LAND AND RIGHTS-OF-WAY

- 9.1 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.
- 9.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 9.3 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.

10. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- 10.1 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 (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The CONTRACTOR also 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 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.
- 10.2 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.

11. DIFFERING SITE CONDITIONS

- 11.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:
 - 11.1.1 Subsurface or latent physical conditions at the SITE differing materially from those indicated in the CONTRACT DOCUMENTS; or
 - 11.1.2 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.
- 11.2 CONTRACTOR shall not be entitled to any adjustment in the CONTRACT PRICE or CONTRACT TIMES if:
 - 11.2.1 CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of CONTRACT PRICE and CONTRACT TIMES by the submission of a BID or becoming bound under a negotiated CONTRACT; or
 - 11.2.2 the existence of such a condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the SITE and contiguous areas required by the bidding requirements of CONTRACT DOCUMENTS to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or
 - 11.2.3 CONTRACTOR failed to give the written notice as required by paragraph 11.1.
- 11.3 The OWNER 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 OWNER may, if he determines the facts so justify, consider and adjust any such CLAIMS asserted before the date of final payment.

12. UNDERGROUND FACILITIES

- 12.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing UNDERGROUND FACILITIES at or contiguous to the SITE is based on information and data furnished to OWNER or ENGINEER by the owners of such UNDERGROUND FACILITIES, including OWNER, or by others. Unless it is otherwise expressly provided in the SUPPLEMENTARY CONDITIONS:

- 12.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
- 12.1.2 the cost of all of the following will be included in the CONTRACT PRICE, and CONTRACTOR shall have full responsibility for:
 - a. reviewing and checking all such information and data.
 - b. locating all UNDERGROUND FACILITIES shown or indicated in the CONTRACT DOCUMENTS,
 - c. coordination of the WORK with the OWNERS of such UNDERGROUND FACILITIES, including OWNER, during construction and
 - d. the safety and protection of all such UNDERGROUND FACILITIES and repairing any damage thereto resulting from the WORK.

12.2 Not Shown or Indicated

- 12.2.1 If an UNDERGROUND FACILITY is uncovered or revealed at or contiguous to the SITE which was not shown or indicated, or not shown or indicated with reasonable accuracy in the CONTRACT DOCUMENTS, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any WORK in connection therewith (except in an emergency) identify the owner of such UNDERGROUND FACILITY and give WRITTEN NOTICE to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the UNDERGROUND FACILITY and determine the extent, if any, to which a change is required in the CONTRACT DOCUMENTS to reflect and document the consequences of the existence or location of the UNDERGROUND FACILITY. During such time, CONTRACTOR shall be responsible for the safety and protection of such UNDERGROUND FACILITY.
- 12.2.2 If the OWNER concludes that a change in the CONTRACT DOCUMENTS is required, a WORK CHANGE DIRECTIVE or a CHANGE ORDER will be issued to reflect and document such consequences. An equitable adjustment shall be made in the CONTRACT PRICE or CONTRACT TIME, or both, to the extent that they are attributable to the existence or location of any UNDERGROUND FACILITY that was not shown or indicated or not shown or indicated with reasonable accuracy in the CONTRACT DOCUMENTS and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated.

13. HAZARDOUS ENVIRONMENTAL CONDITION AT SITE

- 13.1 If CONTRACTOR encounters a HAZARDOUS ENVIRONMENTAL CONDITION or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a HAZARDOUS ENVIRONMENTAL CONDITION, CONTRACTOR shall immediately: (i) secure or otherwise isolate such conditions, (ii) stop all WORK in connection with such condition and in any area affected thereby and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

14. INSURANCE

- 14.1 Before commencing work, the CONTRACTOR and each SUBCONTRACTOR shall furnish the OWNER with certificates of insurance showing the following insurance is in force and will insure all operations under the CONTRACT:
 - 14.1.1 Workers' Compensation, in accordance with state Workers' Compensation laws for the State(s) where the work shall be performed.
 - 14.1.2 Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence, unless modified by the SUPPLEMENTARY CONDITIONS, to protect the CONTRACTOR and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists and vehicles on the site(s) not covered by Automobile Liability under 14.1.3 below. If the CONTRACTOR has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the CONTRACT; and the extended reporting period may not be less than five years following the completion date of the CONTRACT.
 - 14.1.3 Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.
- 14.2 All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days written notice has been given to the CONTRACTOR and the OWNER. All insurance shall be carried with companies which are financially responsible and admitted to do business in the State(s) in which the project is located. If any such insurance is due to expire during the construction period, the CONTRACTOR (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish the OWNER with evidence of replacement coverage not less than 30 days prior to any expiration date.

15. CONTRACT SECURITY

15.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER 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 and named on the current U.S. Department of the Treasury list of approved sureties. 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 (10) days after notice from the OWNER 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 OWNER. 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 OWNER. The performance BOND shall remain in full force and effect through the guarantee period.

16. PROGRESS SCHEDULES AND REQUIREMENTS FOR COMPLIANCE

16.1 The CONTRACTOR shall within 10 days of receipt of NOTICE TO PROCEED, submit to the OWNER 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. The schedule shall be prepared on the form entitled "Contract Progress Schedule", a copy of which is included in the CONTRACT. No progress payment shall be made to the CONTRACTOR until acceptable schedules are submitted to the OWNER.

16.2 If, in the opinion of the OWNER, 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 OWNER 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 OWNER 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 CONTRACT TIME, all without additional cost to the OWNER.

16.3 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 CONTRACT TIME. Upon such determination the OWNER may terminate the CONTRACTOR's right to proceed with the WORK, or any separable part thereof in accordance with Section 36 entitled "Suspension of Work, Termination and Delay".

17. REPORTS AND RECORDS

17.1 The CONTRACTOR shall submit to the OWNER 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.

17.2 The CONTRACTOR shall keep all records related to the CONTRACT for a minimum of three years after acceptance of the completed work.

18. SUBMITTALS

18.1 The CONTRACTOR shall provide SUBMITTALS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The OWNER shall promptly review all SUBMITTALS. The OWNER'S approval of any SUBMITTALS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SUBMITTAL which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

18.2 When submitted for the OWNER'S review, SUBMITTALS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SUBMITTALS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

18.3 Portions of the WORK requiring a SUBMITTAL or sample submission shall not begin until the SUBMITTAL or submission has been approved by the OWNER. A copy of each approved SUBMITTAL and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER.

18.4 Submittal Procedures

18.4.1 At the time of each SUBMITTAL, CONTRACTOR shall give OWNER specific written notice of such variations, if any, that the SUBMITTAL submitted may have from the requirements of the CONTRACT DOCUMENTS, such notice to be in a written communication separate from the SUBMITTAL; and in addition, shall cause a specific notation to be made on each SUBMITTAL submitted to OWNER for review and approval of each such variation.

18.4.2 OWNER's review and approval of SUBMITTALS shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the CONTRACT DOCUMENTS unless CONTRACTOR has in writing called OWNER's attention to each such variation at the time of each SUBMITTAL as required by paragraph 18.4.1 and OWNER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the SUBMITTAL approval.

19. MATERIALS, SERVICES AND FACILITIES

- 19.1 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.
- 19.2 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.
- 19.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 19.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the OWNER.
- 19.5 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.

20. BUY AMERICAN ACT

- 20.1 The CONTRACTOR agrees that only domestic construction material will be used by the CONTRACTOR, subcontractors, materialmen and suppliers in the performance of this contract, except for foreign construction materials, if any, referenced in this contract. Construction material, as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. Domestic construction material, as used in this clause, means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

21. SUBSTITUTIONS

- 21.1 Whenever a material, article or piece of equipment is identified on the drawings or 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 OWNER, such material, article, or piece of equipment is of equal substance and function to that specified, the OWNER may approve or disapprove, at the OWNER'S sole discretion, of 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.

22. PATENTS

- 22.1 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 OWNER.

23. SURVEYS, PERMITS, REGULATIONS

- 23.1 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 OWNER, 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.
- 23.2 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.

- 23.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise specified in the CONTRACT DOCUMENTS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the OWNER in writing, and any necessary changes shall be adjusted as provided in Section 39 - "CHANGES IN THE WORK".

24. LAWS AND REGULATIONS AFFECTING WORK

- 24.1 The CONTRACTOR shall at all times observe and comply with Federal, State, City, County and Tribal laws, ordinances and regulations which in any manner affect the conduct of the WORK; and all such orders and decrees as exist at the present and which may be enacted later by legislative bodies or tribunals having legal jurisdiction or authority over the WORK. No pleas of misunderstanding or ignorance thereof will be considered. The CONTRACTOR shall be wholly responsible for any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree.
- 24.2 Changes in Tribal Laws or Regulations effected subsequent to the time of opening of BIDS (or, on the EFFECTIVE DATE of the AGREEMENT if there were no BIDS) having an effect on the cost or time of performance of the WORK may be subject of an adjustment in CONTRACT PRICE or CONTRACT TIME.

25. TAXES

- 25.1 The CONTRACTOR will pay all sales, consumer, payroll, use and other similar taxes required by the law of the place where the WORK is performed. It is the Contractor's sole responsibility to determine the applicability of State, Tribal, TERO and local taxes while working on Indian lands.

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

- 26.1 The CONTRACTOR shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the WORK SITE, which are not to be removed 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 as directed by the OWNER.
- 26.2 The CONTRACTOR shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the CONTRACTOR. 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 OWNER may have the necessary work performed and charge the cost to the CONTRACTOR.

27. OPERATIONS AND STORAGE AREAS

- 27.1 The CONTRACTOR shall confine all operations (including storage of materials) to areas authorized or approved by the OWNER. 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.
- 27.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the CONTRACTOR only with the approval of the OWNER 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 OWNER may the buildings and utilities be abandoned and not removed.
- 27.3 The CONTRACTOR shall use only established roadways, or use temporary roadways constructed by the CONTRACTOR when and as authorized by the OWNER. 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.

28. ACCIDENT PREVENTION AND SAFETY PROGRAM

- 28.1 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.

- 28.2 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, Tribal, 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.
- 28.3 The OWNER or his Representative 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 OWNER 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.
- 28.4 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.
- 28.5 The CONTRACTOR as a part of his safety program, shall maintain at his office or other well-known place at the jobsite, 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 jobsite.
- 28.6 If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the OWNER and the ENGINEER. In addition, the CONTRACTOR must promptly report in writing to appropriate authorities and the OWNER'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 OWNER giving full details of the claim.
- 28.7 Compliance with the requirements of this provision by SUBCONTRACTORS will be the responsibility of the CONTRACTOR.

29. TEMPORARY SANITARY FACILITIES

- 29.1 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 OWNER, and their use shall be strictly enforced.

30. SUPERVISION BY CONTRACTOR

- 30.1 The CONTRACTOR will supervise and direct the WORK. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of the OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the CONTRACT DOCUMENTS. The CONTRACTOR shall be responsible to see that the completed Work complies accurately with the CONTRACT DOCUMENTS. 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.

31. SUBCONTRACTING

- 31.1 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.
- 31.2 The CONTRACTOR must perform at least fifty (50) percent of the total amount of the WORK using the CONTRACTOR's own work force and equipment. The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 31.3 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.
- 31.4 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 DOCUMENTS insofar as

applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

- 31.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

32. CLEANUP AND FINISH GRADING

- 32.1 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 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.

33. GUARANTY

- 33.1 The CONTRACTOR warrants and guarantees to the OWNER, ENGINEER and ENGINEER's Consultants that all WORK will be in accordance with the CONTRACT DOCUMENTS and will not be defective. The CONTRACTOR's warranty and guarantee hereunder excludes defects or damages caused by:

33.1.1 abuse, modification, or improper maintenance or operation by persons other than the CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom the CONTRACTOR is responsible; or

33.1.2 normal wear and tear under normal usage.

- 33.2 The CONTRACTOR's obligation to perform and complete the WORK in accordance with the CONTRACT DOCUMENTS shall be absolute. None of the following will constitute an acceptance of WORK that is not in accordance with the CONTRACT DOCUMENTS or a release of CONTRACTOR's obligation to perform the WORK in accordance with the CONTRACT DOCUMENTS:

33.2.1 observations by ENGINEER;

33.2.2 recommendations by ENGINEER or payment by OWNER of any progress or final payment;

33.2.3 the issuance of a certificate of SUBSTANTIAL COMPLETION by the ENGINEER or any payment related thereto by the OWNER;

33.2.4 use or occupancy of the WORK or any part thereof by the OWNER;

33.2.5 any acceptance by the OWNER or any failure to do so;

33.2.6 any review and approval of a SUBMITTAL or the issuance of a notice of acceptability by the OWNER;

33.2.7 any inspection, test or approval by others; or

33.2.8 any correction of defective WORK by the OWNER.

34. INDEMNIFICATION

- 34.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their 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 therefrom; 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.

- 34.2 In any and all claims against the OWNER or the ENGINEER, or any of their 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.

- 34.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or recommended approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

35. SEPARATE CONTRACTS

- 35.1 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 OWNER any defects in such WORK that render it unsuitable for such proper execution and results.
- 35.2 The OWNER may perform additional WORK related to the PROJECT by himself, 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.
- 35.3 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 39 and 40.

36. SUSPENSION OF WORK, TERMINATION AND DELAY

- 36.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 36.2 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 OWNER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT, and of all construction materials 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 incorporated in a CHANGE ORDER.
- 36.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, 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.
- 36.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR, the OWNER 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. The reasonable profit shall be calculated in accordance with the provisions of Part 49 of the Federal Acquisition Regulation which are in effect on the date of this contract.
- 36.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to make recommendation on any request for payment within twenty (20) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the OWNER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER, 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 ENGINEER has failed to make recommendation on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER 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.
- 36.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER 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 OWNER or ENGINEER.

37. INSPECTION AND TESTING

- 37.1 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.
- 37.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 37.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 37.4 If the CONTRACT DOCUMENTS, Laws or Regulations of any public body having jurisdiction require any WORK (or part thereof) specifically be inspected, tested, or approved by an employee or other representative of such public body, the CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals pay all costs in connection therewith, and furnish the OWNER with required certificates of inspection or approval.
- 37.5 Inspections, tests or approvals by the OWNER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 37.6 The OWNER 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, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 37.7 If any WORK is covered contrary to the written instructions of the OWNER it must, if requested by the OWNER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 37.8 If the OWNER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the OWNER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER may require, 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.

38. CORRECTION OF DEFECTIVE WORK

- 38.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the OWNER 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.
- 38.2 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 ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.
- 38.3 If within one year after the date of SUBSTANTIAL COMPLETION any WORK is found to be defective, or if the repair of any damages to the land or areas made available for the CONTRACTOR'S use by OWNER or permitted by Laws and Regulations is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance OWNER'S written instructions: (i) repair such defective land or areas, or (ii) correct such defective WORK or, if the defective WORK has been rejected by the OWNER, remove it from the PROJECT and replace it with WORK that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other WORK, to the work of others or other land or areas resulting therefrom. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the defective WORK corrected or repaired or may have their rejected WORK removed and replaced, and all costs will be paid by the CONTRACTOR.
- 38.4 Where defective WORK (and damage to other WORK resulting therefrom) has been corrected or removed and replaced under this paragraph 38, the correction period hereunder with respect to such WORK will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- 38.5 CONTRACTOR'S obligations under this paragraph 38 are in addition to any other obligation or warranty. The provisions of this paragraph 38 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

39. CHANGES IN THE WORK

- 39.1 Without invalidating the AGREEMENT and without notice to any surety, the OWNER may, at any time or from time to time, order additions, deletions, or revisions in the WORK by a WRITTEN AMENDMENT, a CHANGE ORDER, or a WORK CHANGE DIRECTIVE. Upon receipt of any such document, the CONTRACTOR shall

promptly proceed with the WORK involved which will be performed under the applicable conditions of the CONTRACT DOCUMENTS (except as otherwise specifically provided).

- 39.2 The OWNER, 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 so ordered by the OWNER 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 OWNER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.
- 39.3 If the OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the CONTRACT PRICE or CONTRACT TIME, or both, that should be allowed as a result of a WORK CHANGE DIRECTIVE, a Claim may be made therefore as provided in Section 48.

40. CHANGES IN CONTRACT PRICE

- 40.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
- 40.1.1 Unit prices previously approved.
 - 40.1.2 An agreed lump sum.
 - 40.1.3 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 fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

41. USE AND POSSESSION PRIOR TO COMPLETION

- 41.1 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 OWNER 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 OWNER 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.
- 41.2 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 CONTRACT TIME or both, and the CONTRACT shall be modified in writing accordingly.

42. SUBSTANTIAL COMPLETION

- 42.1 When the CONTRACTOR considers the entire WORK ready for its intended use the CONTRACTOR shall notify the OWNER in writing that the entire WORK is SUBSTANTIALLY COMPLETE (except for items specifically listed by CONTRACTOR as incomplete) and request that OWNER issue a certificate of SUBSTANTIAL COMPLETION. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the WORK to determine the status of completion. If the OWNER considers the WORK substantially complete, he will prepare and deliver to the CONTRACTOR a certificate of SUBSTANTIAL COMPLETION which shall fix the date of SUBSTANTIAL COMPLETION. There shall be attached to the certificate a tentative list of items to be completed or corrected before final inspection.
- 42.2 OWNER shall have the right to exclude CONTRACTOR from the SITE after the date of SUBSTANTIAL COMPLETION, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

43. VARIATION IN ESTIMATED QUANTITIES

- 43.1 If the quantity of a unit-priced item in this CONTRACT is an estimated quantity and the actual quantity of the unit-priced item varies more than 25 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon the existing unit prices as established in the bid schedule, modified by any marginal cost increase or savings due solely to the variation above 125 percent or below 75 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the CONTRACTOR may request, in writing, an extension of time, to be received by the OWNER within 10 days from the beginning of the delay, or within such further period as may be granted by the OWNER before the date of final settlement of the CONTRACT. Upon the receipt of a written request for an extension, the OWNER shall ascertain the facts and make any appropriate adjustment for extending the completion date.

44. PAYMENTS TO CONTRACTOR

- 44.1 Completed items of WORK shall be measured and paid for in accordance with the requirements listed in the Technical Provisions. 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, as well as permit and license fees.
- 44.2 The CONTRACTOR will submit to the OWNER a partial payment estimate 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 OWNER 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 OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. A copy of the partial payment estimate shall be submitted to the ENGINEER. The OWNER will, within thirty (30) days of receipt of the request for payment, either approve the estimate and pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate, or disapprove the estimate and 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 shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. If the OWNER, at any time after fifty (50) percent of the WORK has been completed, finds that satisfactory progress is being made, the OWNER may reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent 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.
- 44.3 Upon completion and acceptance of the WORK, the OWNER 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. 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, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 44.4 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, materialmen, 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 OWNER'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 OWNER may, after having notified the CONTRACTOR, either pay 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.
- 44.5 If the OWNER fails to disapprove and return a partial payment estimate, or to approve and make payment to the CONTRACTOR within thirty (30) days after receipt of a recommendation by the ENGINEER, 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.

45. ASSIGNMENTS

- 45.1 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.

46. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 46.1 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 excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the performance BOND and Payment BONDS.

47. ENGINEER'S ROLE AND AUTHORITY

- 47.1 The ENGINEER shall act as the OWNER'S consultant during the construction period. He shall make recommendations to the OWNER on questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall assist the OWNER to interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and notify the OWNER if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 47.2 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.
- 47.3 Neither the ENGINEER nor the OWNER will be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 47.4 The ENGINEER does not have authority to obligate the OWNER to changes in the terms of the CONTRACT, or to give direction to the CONTRACTOR on behalf of the OWNER.

[END OF GENERAL CONDITIONS SECTION]

SUPPLEMENTARY CONDITIONS

1. GENERAL SCOPE OF WORK

The Contractor shall furnish all materials, equipment and services required to perform the work outlined, in strict accordance with the plans and specifications.

2. PRE-BID CONFERENCE

A non-mandatory Pre-Bid Conference will be held for this work on **Tuesday, June 4th, 2013** at 9:00 AM (Arizona time) at the Cocopah Public Works Office. Failure to attend the Pre-Bid Conference or to visit the site will not relieve the Contractor from the requirement to furnish all materials and perform all jobs necessary to complete the Work in strict compliance with the Contract.

3. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to commence work under this Contract as specified in the Notice to Proceed, to prosecute the work diligently, and to complete all required work within the time period specified in the Agreement.

4. DAYS OF WORK AND HOURS OF WORK

Construction work will not be permitted on Saturdays, Sundays, nor on New Year's Days, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day, nor any other holidays declared by the federal government. However, the Owner, when in his opinion it is justified, may grant the Contractor permission to work on any of the above days upon written application by the Contractor in advance.

Regular work shifts shall be eight hours daily Monday through Friday, except on holidays indicated above. Time of beginning and ending the day's work shall be approved by the Owner's representative. Work on week-ends or holidays will be subject to the written approval of the Owner's representative. Approval shall be requested in writing at least 48 hours in advance. When for good reason short periods of overtime work are required, the Owner's representative may give approval without advance written notice.

5. LIQUIDATED DAMAGES

Liquidated Damages will be assessed in the amount of **\$ 200.00** for each calendar day of delay beyond the Time For Completion stated in the Contract, or any extension thereof that may be granted pursuant to the terms of the Contract, until the work is determined by the Owner to be substantially complete.

6. PRE-CONSTRUCTION CONFERENCE AND PROJECT MEETINGS

Prior to commencing work on this contract, the Contractor shall be required to participate in a pre-construction conference with the Owner, Engineer, and other representatives designated by the Owner. 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.

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 are to analyze problems that might arise between the community, the Tribe, and the Contractor, relative to execution of the work.

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. FINAL INSPECTION

Final inspection will be made by the Owner and Engineer when requested and when the Contractor advises that all the 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.

Request for final inspection shall be submitted in writing by the Contractor to the Owner at least 10 working days prior to the requested date of final inspection to allow sufficient preparation and scheduling by the Owner and Engineer.

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.

8. ORDER OF PRECEDENCE

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. Supplementary Conditions.
- d. General Provisions.
- e. Drawings.
- f. Technical Provisions.
- g. Submittals.

9. INDIAN PREFERENCE

The Contractor agrees to give preference in employment opportunities under this contract to the greatest extent feasible to Indians who can perform the 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.

The Contractor also agrees to give preference to tribal organizations and Indian-owned 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.

In connection with the Indian employment preference requirements of this clause, the Contractor shall provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

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 Indians in accordance with applicable fair employment practices.

If no tribal 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.

As used in this clause:

"Indian" means a person who is a member of an Indian Tribe. 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 thirty (30) days from the Tribe concerned that the person is a member of that Tribe.

"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. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

"Tribal Organization" shall be as defined in Section 4© 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."

"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 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise.

The Contractor agrees to include the provisions of this clause, including this paragraph in each subcontract awarded at any tier under this contract.

In the event of noncompliance with this clause the Owner may terminate the contract in whole, or in part, or may impose any other sanctions authorized by law or by other provisions of the contract.

10. INDIAN PREFERENCE PROGRAM

Upon Notice of Award and prior to Notice to Proceed, the contractor will be required to submit a plan for the maximum utilization of Indian and Alaskan Native workers. Notice to Proceed will not be issued until the Owner has received and approved this plan.

For information on Indian Employment, bidders are advised to contact the Tribal TERO Officer; Phone (760) 572-0213.

11. PROTECTION OF WORK

The Contractor shall protect and maintain completed work during the progress of construction and until the final completion and acceptance of all the work included in the contract. Any work which, after being satisfactorily completed, is damaged (including, but not limited to, damage by weather, Contractor, subcontractors, vandalism, theft, animals and material failure) before final acceptance of

the contract, shall be replaced by the Contractor. No additional payment will be made for this remedial work, unless the damages were directly caused by actions of the Owner.

12. CONTRACT DOCUMENTS

Bidders are requested to examine the specifications to make certain that all pages and sheets indicated in the index are bound within the specifications. Any material found to be missing will be supplied upon request. The Owner assumes no responsibility for a bid submitted on the basis of an incomplete set of specifications.

Upon request a maximum of six (6) sets of contract drawings and specifications shall be furnished to the Contractor after award without charge, except applicable publications incorporated by reference to be furnished on request at the cost of reproduction.

13. RECORD DRAWINGS

General: The as-constructed drawings shall be a record of the construction as installed and completed by the Contractor.

They shall include all the information shown on the Contractor's set of drawings and a record of 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 all changes which are made after final inspection of the contract work.

Record Drawings: The Contractor shall mark up one set of paper prints to show the Record Drawing information. These Record Drawing prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. No construction work shall be concealed until the necessary record data has been recorded. The Record Drawing marked prints will be jointly inspected for accuracy and completeness by the Owner and a responsible representative of the Contractor prior to submission of each partial payment, as evidenced by the issuance of a receipt by the Owner indicating the adequacy of the information. Failure to keep the as-constructed marked prints on a current basis shall be sufficient justification to withhold approval of request for payment or suspend pay estimates. The drawings shall show the following information, but not limited thereto.

1. 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.
2. The location and dimensions of any changes from the contract drawings.
3. Changes in details of design 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 sized, insulation materials, dimensions of equipment foundations, etc.
4. All changes or modifications which result from the final inspection.
5. All information as required in the technical provisions.

Review and Approval: One set of the preliminary Record Drawings marked prints shall be delivered to the Owner before final inspection for his review and approval. The review by the Owner will be expedited; however, the Owner cannot guarantee to review more than one complex mechanical or electrical Record drawing sheet per working day. Upon disapproval of the Record Drawings one set of marked prints will be returned to the Contractor for further work and resubmitted to the Owner.

Other: All costs incurred by the Contractor in the preparation and furnishing Record drawings shall be included in the contract price and no separate payment will be made for this work.

Except where noted herein, all requirements of TP 2.05, "Record Drawings" and TP 1.03 shall apply.

Approval and Acceptance of Record drawings must be accomplished before final payment is made to the contractor.

14. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications, or other Pre-Bid Documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed to the Owner, and to be given consideration, must be received at least 5 days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes), not later than 3 days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such Addendum or interpretations shall not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents.

15. CONTRACTOR LICENSING

The Contractor must be licensed in accordance with the contracting regulations of the State of Arizona, or be licensed in the State of his principal practice. If the contractor is a joint venture between two or more individuals or firms, the joint venture itself, not just the individual parties, must be licensed. Bidders not meeting this licensing requirement will not be eligible for award of this contract.

16. OPERATION AND MAINTENANCE MANUALS

The Contractor shall prepare Operation and Maintenance (O&M) Manuals for equipment furnished and incorporated in the work. All such manuals shall be prepared in durable 3-ring binders, approximately 8.5 x 11 inches in size, and with at least the following:

- A. Identification on the front cover stating the general nature of manual.
- B. Neatly typewritten index near the front of the manual.
- C. Complete instructions regarding operation, maintenance, and troubleshooting of all equipment involved. Material list of components with manufacturers' bulletins and list of replacement parts, their part numbers, current costs, and name and address of nearest vendor of the parts and equipment.
- D. Physical wiring diagram of all control system devices, accessory equipment, and the physical location of each wire between connection terminals on these devices.
- E. Electrical schematic (ladder) diagram of the control system showing all circuits and control components in symbolic form using standard symbols. The diagram shall include a legend which explains all symbols.
- F. Outline dimension and general physical arrangement drawings of each enclosure and panel board.
- G. Copy of all guarantees and warranties issued.
- H. Copy of approved shop drawings, with all data concerning all changes made during construction.

Other requirements for Operation and Maintenance Manuals are described under the specific items listed in the Technical Provisions. Final payment to the Contractor will not be made until the provisions of this section are satisfied.

LABOR PROVISIONS

I. DAVIS-BACON ACT

- (a) All laborers and mechanics employed or working upon the site of the WORK will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions or paragraph (d) of this clause also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for classification of work actually performed without regard to skill, except as provided in the clause entitled "Apprentices" and "Trainees." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the WORK in a prominent and accessible place where it can be easily seen by the workers.
- (b) (1) The OWNER shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The OWNER shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The Classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the OWNER agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the OWNER to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an approved authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the OWNER or will notify the OWNER within a 30-day period of that additional time is necessary.
- (3) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the OWNER do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the OWNER shall refer the questions, including the views of all interested parties and the recommendation of the OWNER, to the Administrator of the Wage and Hour Division for determination. The Administrator or an authorized representative, will issue a determination within 30 days of receipt and so advise the OWNER or will notify the OWNER within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(2) or (b)(3) of this clause, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the

plan or program.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

- (a) **Overtime requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (See Federal Acquisition Regulation 22.300) shall require or permit any such laborer or mechanic in any workweek in which individual is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation, liability for unpaid wages, liquidated damages:** In the event of any violation of the provisions set forth in paragraph (a) of this clause, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day for which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the provisions set forth in paragraph (a) of this clause.
- (c) **Withholding for unpaid wages and liquidated damages:** The Contracting officer shall upon his or her own action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) **Payrolls and basic records:**
- (1) The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
- (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of the OWNER or the Department of Labor. The CONTRACTOR or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) **Subcontracts:** The CONTRACTOR or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (d) of this clause and also a clause requiring the subcontractors to include these provisions any lower tier subcontracts. The Prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

3. APPRENTICES AND TRAINEES

- (a) **Apprentices:** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the Program but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as percentage of the

journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringes in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination.

In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (b) **Trainees:** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employee and Training Administration withdraws approval of a training program, the CONTRACTOR will not longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) **Equal Employment Opportunity:** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

4. PAYROLLS AND BASIC RECORDS

- (a) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the WORK. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates or wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deduction made and actual wages paid. Whenever the Secretary of Labor has found under paragraph (d) of the clause entitled "Davis-Bacon Act" that the wages of any Laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the OWNER. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. The information may be submitted in any form desired. Optional Form WH-347 Federal stock number 029-005-00014-1 is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following
 - (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause entitled "Payrolls and Basic Records" and that such information is correct and complete.
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or

indirectly and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deduction as set forth in Regulations, 29 CFR Part 3 and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 18 and Section 231 of Title 31 of the United States Code.

(c) The CONTRACTOR or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by authorized OWNER or representatives of the OWNER or the Department of Labor. The CONTRACTOR or subcontractor shall permit the OWNER or representatives of the OWNER or the Department of Labor to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the OWNER may, after written notice to the CONTRACTOR, sponsor take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. COMPLIANCE WITH COPELAND ACT REQUIREMENTS

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. WITHHOLDING OF FUNDS

The OWNER shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirement, which is held by the same Prime CONTRACTOR, so much of the accrued payment or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of WORK, all or part of the wages required by the contract, the OWNER may, after written notice to the CONTRACTOR, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. SUBCONTRACTS (LABOR STANDARDS)

(a) The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses entitled "Davis-Bacon Act", "Contract Work Hours and Safety Standards Act Overtime Compensation", "Apprentice and Trainees", "Payrolls and Basic Records", "Compliance With Copeland Act Requirements", "Withholding of Funds", "Subcontracts (Labor Standards)", "Contract Termination: Debarment", "Disputes Concerning Labor Standards", "Compliance with Davis-Bacon and Related Act Requirements", and "Certification of Eligibility", and such other clauses as the OWNER may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b) (1) Within 14 days after of the contract, the CONTRACTOR shall deliver to the OWNER a completed Statement and Acknowledgment Form (SF-1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph 7(a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the CONTRACTOR shall deliver to the OWNER an updated completed SF 1413 for such additional subcontract.

8. CONTRACT TERMINATION: DEBARMENT

A breach of the contract clauses entitled "Davis-Bacon Act", "Contract Work Hours and Safety Standards Act-Overtime Compensation", "Apprentices and Trainees", "Payrolls and Basic Records", "Compliance with Copeland Act Requirements", "Subcontracts", (Labor Standards) "Compliance with Davis-Bacon and Related Act Requirements", and "Certification of Eligibility" may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

9. DISPUTES CONCERNING LABOR STANDARDS

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with the procedures and not the Disputes clause of this Contract. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the OWNER, the U.S. Department of Labor, or the employees or their representatives.

10. COMPLIANCE WITH THE DAVIS-BACON AND RELATED ACT REQUIREMENTS

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

11. CERTIFICATION OF ELIGIBILITY

- (a) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government assisted contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government assisted contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

TECHNICAL PROVISIONS SPECIFICATIONS

TP-1 GENERAL

1.01

1.02 Submittals:

A. Submittals are required:

1. Where called for in these specifications or on the drawings.
2. For any item the Contractor proposes to substitute for a specified item as an "or equal".
3. For any proposed design change or deviation from these specifications or the drawings.
4. For anything in these plans or specifications found to conflict with applicable codes and ordinances.
5. For anything not understood by the Contractor.

B. Four sets of submittals shall be provided to the Contracting Officer or his representative at least two weeks before a determination is required. Substitutions or deviations not approved by the Contracting Officer will risk rejection. Submittals may be made electronically by sending to the contracting officer and the engineer.

Submittals may be drawings, sketches, manufacturer's literature, catalog descriptions, or other descriptions in sufficient detail to allow a decision. The submittal will indicate the amount to be added to or deducted from the bid price should the submittal be accepted.

1.03 Record Drawings: Prior to final payment, the Contractor shall provide a complete set of drawings showing the project as constructed. The drawings shall include all information required elsewhere in these specifications as well as any changes. Two hard copies and one electric copy (PDF) will be provided to the Tribe.

1.04 Warranties: Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance, or to the extent of the warranty provided by the manufacturer (whichever is longer). The contractor shall replace promptly and at no expense to the Owner, any materials and workmanship which fails during this warranty period. The Contractor shall provide an inspection of the facilities prior to the expiration of the year warranty at no cost to the Owner and shall replace all items found to be in disrepair.

1.05 Protection of Site: Except as otherwise provided herein, the Contractor shall protect all fences, structures, walks, utilities, trees, shrubbery, lawns, etc., during the progress of the work. All debris and unused materials shall be removed immediately upon completion of the work. The site shall be restored as nearly as possible to its original condition, including the replacement, at the Contractor's sole expense, of any facility or landscaping which has been destroyed or damaged beyond restoration.

1.06 Utilities: Unless otherwise indicated in these specifications, the Contractor shall arrange for and provide any required utilities at his sole cost and expense. This includes but is not limited to water for compaction or testing, power for operating any plant or equipment including testing installed equipment, and personnel sanitation facilities.

1.07 Location Establishment: Limited horizontal and vertical control points for construction of the proposed facilities will be provided by the Owner. Upon Request, the Owner will establish two horizontal control points and one elevation benchmark within 1,000 feet of any proposed work location. The Contractor shall bear the cost of reestablishing any Owner provided point(s) destroyed by Contractor controlled construction activities.

The Contractor shall provide using the Owner established control points, any staking and layout necessary to construct the proposed facilities as shown on the plans. Any inconsistencies between the layout established from the control points and that shown on the plans shall be immediately brought to the Owner's attention. The Contractor shall keep the Owner informed a reasonable time (at least 72 hours) in advance of the times and places that stakes will be required, in order that the work may be done without inconvenience to the Owner or delay to the Contractor.

1.08 Preconstruction Conference: A preconstruction conference will be held before the work proceeds which will cover the responsibilities and procedures of each of the interested parties to insure that the project is constructed in accordance with the contract documents.

1.09 Safety Requirements: The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 CFR Part 1926)", with additions or modifications thereto, in effect during construction of this project.

The following measures or provisions are to be adhered to at all times during the construction of this project:

1. All heavy construction machinery including trenching machines, bulldozers, backhoes, etc., must be equipped with a roll bar meeting the requirements of the above regulation, and;
2. Safety helmets will be worn by all personnel working at the site.
3. Safety shoes or boots will be worn by all personnel working at the site.

1.10 Standard Specifications: When referred to in these specifications, the following means the latest edition, publication, standard, or specification of:

ACI	American Concrete Institute
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
IBC	International Building Code
NEMA	National Electrical Manufacturers' Association
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration
SSPC	Society of Protective Coatings
UL	Underwriters Laboratories, Inc.

1.11 Notification Requirements: It shall be the Contractor's responsibility to notify all utility companies involved whenever a utility line is to be cut, tapped, moved, or in any way disturbed from its original placement. Sufficient notice shall be given to the utility company so that its users can be informed of any disruption of service. Such notice must be given no less than 24 hours in advance.

++ END OF SECTION ++

TP-2 EXCAVATION, TRENCHING AND BACKFILLING

- 2.01 SCOPE: The work covered by this section includes the furnishing of all plant, labor, tools, equipment and materials and performing all operations in connection with the excavation, trenching and backfilling of all pipe/electrical lines, structures and accessories.
- 2.02 PROTECTION OF EXCAVATION, WORK AND PERSONS: The Contractor shall provide safe working conditions at all excavations. He shall comply with the Occupational Safety and Health Standards - Construction Standards for Excavations (29 CFR Part 1926, Subpart P) issued by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA) as well as applicable state and local regulations. Excavations and adjacent areas shall be inspected daily by a competent person for evidence of a hazardous condition. Workers in excavations shall be protected from cave-ins. Protection can be by sloping and benching systems, support systems, shield systems, or other protective systems as described in the regulations. Only excavations which are entirely in stable rock or excavations which are less than 5 feet in depth and, upon examination by a competent person, show no indication of potential cave-in are exempted from the requirement for cave-in protection. No material shall be placed within 2 feet of the edge of the excavation. Where employees are required to be in excavations more than 4 feet deep, an adequate means of exit such as a ladder or steps shall be provided and located so as to require no more than 25 feet of lateral travel. It is the contractor's responsibility to become knowledgeable of the regulations and comply with all requirements contained therein.
- The total length of open trench shall not exceed 500 feet at any time. All trenches shall be completely backfilled at the end of each working day, unless otherwise approved by the Owner.
- The Contractor shall at all times perform his work so as to cause the least possible inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Owner.
- 2.03 PROTECTION OF EXISTING UTILITIES: It shall be the Contractor's responsibility to determine the locations of all existing underground utilities including gas, electric, telephone lines, pipelines and drains, not shown on the drawings and to confirm the exact locations of those existing utilities shown on the drawings. All existing utilities shall be protected from damage during excavation and backfilling of trenches, and if damaged, shall be repaired or replaced by the Contractor at his expense. Broken water lines must be cleaned, disinfected, and flushed in accordance with AWWA C651 before being returned to service.
- Continuation of the excavation shall not be permitted until damaged utilities have been repaired to the satisfaction of the Owner and the respective utility company. It shall be the Contractor's sole responsibility to protect or remove and replace any or all culverts as required for the satisfactory performance of the work.
- 2.04 LOCATOR TAPE AND MARKERS: A strip of line locator tape shall be placed in the trench backfill directly above each buried water, sewer or electrical line, except for services at individual residences. The tape shall be minimum 3-inches wide, 5 mils total thickness and composed of plastic with a metal foil core. Where control cable or power lines are buried alone, the tape shall be yellow with continuous printing, "CAUTION BURIED ELECTRIC LINE BELOW". The tape shall be placed 18 inches below the finished ground surface and directly above the pipeline or cable with the printed side up. Tape shall skirt the exterior of manholes, valve boxes, and other appurtenances and be continuous. When it is necessary to splice the tape, at least 2 feet of each length shall be rolled tightly together. The roll shall be secured with electrical tape. Markers are not require on this project.
- 2.05 EXCAVATION: The Contractor shall perform all excavation of every description on and of whatever substance encountered to the depths necessary to complete the project. All excavations shall be made by open cut. The banks of trenches shall be kept as nearly vertical as practical but where required by industry safety practices shall be properly sloped or sheeted and braced. Trenches shall be not less than 12 inches, nor more than 24

inches, wider than the outside diameter of the pipe laid therein, and shall be excavated true to line, so that a clear space of not less than six inches nor more than twelve inches in width is provided on each side of the pipe. The maximum width of the trench specified applies to the width at and below the level of the top of the pipe. If the maximum width is exceeded for any reason other than by direction, the Contractor shall, at his own expense, install such concrete cradling, encasement, gravel base, or other bedding as may be required to satisfactorily support the added load of the backfill. The width of the trench above the top of the pipe may be as wide as necessary for sheeting and bracing, and the proper installation of the work, but care shall be taken not to injure abutting property.

All trench bottoms shall be graded as accurately as possible to provide each section of pipe with uniform bearing and support on undisturbed soil along its entire length, except where it is necessary to excavate for bell holes. Any excess excavation below the required level shall be backfilled at the Contractor's expense with material meeting the requirements of TP-2.10 or as directed by the Owner, and thoroughly compacted to prevent future settlement of the pipe and appurtenances. The bottoms of all trenches shall be rounded so that at least one-fourth of the circumference of the pipe rests firmly on undisturbed or re-compacted soil. Bell holes shall be dug after the trench bottom has been graded and shall be excavated only to the extent required to properly make the particular type of joint.

2.06 ROCK EXCAVATION: Limited relocation/replacement of riprap shall be completed as necessary to complete the work indicated. Rock excavation, beyond this riprap relocation, is not anticipated on this project.

2.07 GRADING: All grading in the vicinity of the trench excavation shall be controlled to prevent surface water from flowing into the trenches. During excavation, materials suitable for backfilling shall be piled in an orderly manner at least two feet from the edges of the trenches to minimize surcharging that might induce slides or cave-ins.

2.08 REMOVAL OF WATER: The Contractor shall remove and dispose of all water entering the trenches and shall keep the trenches water free until the mains, fittings, valves, manholes and other appurtenances are in place and sealed against the entrance of water. In no case shall water, earth, or any foreign materials be allowed to enter the pipe or structure.

Dewatering is not anticipated on this project.

2.09 SEPARATION OF WATER AND SEWER PIPELINES: Not applicable.

2.10 EMBEDMENT AND BACKFILL:

A. Embedment: Embedment is that material from the bottom of the trench to twelve inches above the pipe, and includes the pipe bedding material, haunching material, and initial backfill material. Soil used for embedment must be free from stones larger than 3/4" in any dimension, organic refuse, debris, frozen soil, and other objectionable material. If the native soil does not meet these criteria, the Contractor shall import a suitable pipe embedment material.

Bedding is the material on which the pipe is laid. If the native soil in the trench bottom is suitable for bedding, the bottom of the trench shall be rounded so that at least one-fourth of the circumference of the pipe rests firmly on undisturbed soil, and so that the pipe is uniformly supported throughout its entire length. If the native soil in the trench bottom is not suitable for bedding, the trench shall be over-excavated to a depth of four inches and four inches of special imported bedding material shall be placed at the bottom of the trench. The special material shall be compacted to 95% of the reference density for this material as defined in TP-2.11 and brought to grade so that the pipe will be supported throughout its entire length.

Haunching is the material from the bottom of the pipe to the spring line (center line) of the pipe. The same material used for bedding the pipe shall be used for haunching. After the jointing is completed and the pipe has been approved by the Owner, the haunching material shall be placed by hand and worked under the pipe haunch to provide adequate side support for the pipe. The haunching shall be compacted to 85% of the reference density as defined in TP-2.11. Placement and compaction of the haunching shall be achieved so as to avoid damage to or displacement of the pipe.

Special imported material for bedding and haunching shall be sand, gravel or crushed rock passing a 3/4 inch mesh screen and shall meet the criteria of the unified soils classification system for well graded to poorly graded gravels (Group GW to Group GP) or well graded to poorly graded sands (Group SW to Group SP). Under no condition will clays, organic soils, or other deleterious materials be allowed as special imported material. Imported material shall be approved by the Owner in advance of placement.

Initial backfill is the material from the spring line of the pipe to 12 inches above the top of the pipe. The initial backfill material shall be free from stones larger than 3/4" in any dimension, organic refuse, debris, frozen soil, and other objectionable material. The initial backfill shall be compacted to 85% of the reference density as defined in TP-2.11. The Contractor shall carefully place and compact the initial backfill in such a manner that damage to or displacement of the pipe does not occur.

- B. Backfill: Final backfill shall not be placed until the embedment material is placed and compacted, and the Owner has inspected and approved the pipe installation. Backfill material shall be free of rocks larger than 6-inches, organic refuse, and debris. Final backfill shall be placed and compacted in lifts not to exceed one foot unless otherwise approved by the Owner. Thickness of backfill layers exceeding one foot may be approved by the Owner based on the type of soil encountered and the field performance of the compaction equipment used. If greater than 12 inch thick compacted layers are approved, the Contractor shall hand excavate for density testing at test levels and locations designated by the Owner, and then after the test has been completed, refill the test excavation with compacted backfill to the specified density.

2.11 COMPACTION REQUIREMENTS, METHODS AND TESTING:

- A. Minimum Density: Unless otherwise specified by applicable permits or geotechnical report, initial and final backfill and gravel resurfacing shall be compacted to the following minimum requirements. The minimum acceptable percent of compaction is the in place dry density divided by the reference density times 100.

<u>TYPE</u>	<u>LOCATION</u>	<u>REQUIRED COMPACTION</u>
I.	Under any existing or proposed pavement, curb, gutter, sidewalk, roadway, shoulder, alley, slab, footing, canal embankment, or when within 2 feet of the above.	95%
II.	Within any gas, electric, or telephone utility easement, or within any street or road right-of way outside the limits defined above as Type I.	90%
III.	All other locations not defined above as Type I or Type II.	80% (or 100% of adjacent natural ground)

- B. Reference Densities: The Contractor shall provide the reference densities for the various bedding and backfill materials used. All tests shall be performed by a firm regularly engaged in soils testing. If reference to natural ground is used (as permitted by 2.11 A) a nuclear gauge may be used to measure the density of the natural ground. The reference densities for compaction tests shall be established in accordance with ASTM D-698, Standard Proctor Test.
- C. Methods: Mechanical compaction is permitted. Water jetting methods are not permitted. The backfill shall be uniformly moistened to optimum moisture content, placed in sufficiently thin layers to obtain the specified results, and compacted with hand and/or pneumatic tamp, roller, hydrohammer, or other device which will obtain the specified density without injury to the pipe or related structures.
- D. Density Tests: Backfill density tests shall be performed in accordance with the latest versions of ASTM D-1556 (Sand Cone Method), ASTM D-2167 (Rubber Balloon Method), ASTM D-2216 (Moisture Content), ASTM D-2922 (Nuclear Density), and ASTM D-3017 (Nuclear Moisture Content). The Owner will perform initial field density tests for each location listed in the next paragraph at the expense of the Owner. Any additional tests due to failure of initial tests shall be at the expense of the Contractor.

The Owner will perform at least one (1) compaction test at each Type I or II location as defined in TP-2.11 A. One compaction test will be performed on each twenty five (25) linear feet of trench at Type II or III locations as defined in TP-2.10 A. The exact test locations shall be specified by the Owner. The Owner may perform additional tests. If the results of any of the compaction tests indicate insufficient compaction, the area in question shall be reopened to a depth required for proper compacting, then refilled, compacted and retested, at the expense of the Contractor, until the compaction tests indicate that the necessary compaction requirements have been met. Two copies of the test results of any retesting performed by the Contractor shall be provided to the Owner, for his approval, prior to any permanent surfacing. Any improperly placed backfill, or locations where settlement occurs, shall be reopened to the depth required for proper compaction, then refilled and compacted at the expense of the Contractor. The surface shall be restored and resurfaced, if necessary to the required grade.

- 2.12 HIGHWAY AND OTHER CROSSINGS BY BORING OR OPEN CUT: Not required for this project.
- 2.13 ROADWAY RESTORATION AND PATCHING: Not required for this project.
- 2.14 DISPOSAL OF EXCESS MATERIALS: The Contractor shall dispose of all excess excavation material in areas designated for that purpose or as approved by the Owner.
- 2.15 FINISH GRADING: After the structures have been constructed and installed, all piping installed, and all backfilling and embankments have been completed, areas on the site of the work shall be brought to the true grades. All slopes shall be trimmed and dressed, and all surfaces graded such that effective drainage is assured.
- 2.16 METHOD OF MEASUREMENT AND BASIS FOR PAYMENT: All excavation of every description, clearing and grubbing, tree removal, sheathing and shoring, pumping, all backfilling and compaction, compaction testing, moving and resetting fences and minor structures, grading, shaping, locator tape and markers, preparation of records and record drawings, and all incidentals required to complete the work shall not be measured for payment separately, but shall be considered as a subsidiary obligation of the Contractor in the installation of other items of measurement, and the entire cost thereof shall be included in the contract prices for furnishing and installing items for which payment is established.

++ END OF SECTION ++

SUBMITTAL REVIEW FORM, TP-2

Received by ENGINEER:	<input type="text"/>	<input type="text"/>	Project No.	<input type="text"/>
Received by OWNER:	<input type="text"/>	<input type="text"/>	Contract No.	<input type="text"/>

Submittal #	TP	Specification	Description (Indicate Type, Model No., Manufacturer, etc.)	Action By Owner
1	2.04	Locator Tape		

	Signature	Date
CONTRACTOR:	<input type="text"/>	<input type="text"/>
OWNER APPROVAL:	<input type="text"/>	<input type="text"/>

TP-28 Electrical Power Generation Equipment

General

- 28.1 Scope: The work covered by these specifications will be constructed on the Cocopah Indian Reservation, Yuma County, Arizona. The work may include, but not be limited to, furnishing all plant, labor, tools, equipment and materials in connection with the installation of three (3) diesel generators for supplying emergency power to water treatment plants. One generator will be installed on each of the three reservation locations (East, West and North). Contractor shall be required to coordinate with the Tribe's Public Works Department to ensure the continued operation of the facilities during construction.

The Contractor must familiarize himself with the local conditions of the project sites. Failure to do so shall in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from the Project Engineer's office.

28.2 Submittals

- A. Submit in accordance with Section 18 of the General Provisions
- B. Site layouts, preliminary plans
- C. Concrete Design (shop drawings, load and reinforcement calculations, reinforcement)
- D. Generators (manufacturer information sheets and shop drawings, shall include enclosure type, controls, fuel sources, and alternators)
- E. Automatic Transfer Switches (manufacturer information sheets)
- F. Wiring/Conduit (materials, shop drawings)
- G. Asbuilts (updated scaled/dimensioned site layouts to detail work as constructed)

Products

28.3 General

- A. Provide automatic switching capabilities for each generator.
 - 1. If the power is off for more than ten seconds, the generator starts, comes to speed and the automatic switch changes over to generated power.
 - 2. Once normal power is restored for more than ten seconds, the automatic switch changes back and the generator shuts down.

28.4 Generator

- A. Power: 40/70kW, DSFAB/DSFAE Cummins, Three Phase Diesel Powered Electric Generator, or approved equal. Note that the DSFAE is actually an 80kW generator, as Cummins does not make a 70kW model.
 - 1. System demands have been identified as follows; however the power requirements of the generator to provide the required power to operate the water treatment facilities with one well pump running, control panels, and electrical equipment operational with 10% minimum excess capacity shall be verified by the contractor.
 - a. North Cocopah – 277/480 voltage and 35 amperage
 - b. East/West Cocopah – 120/240 voltage and 59 amperage
 - 2. Standby type.
 - 3. Voltage 120/208 and 277/480, Three (3) phase at 1.0 Power Factor:
 - a. Voltage Regulations +/- 0.5% at steady state from no load to full load.
 - 4. Frequency 60 Hz.
 - 5. Vibration Isolation equipment, as recommended by manufacturer.

6. Engine:
 - a. Diesel powered, 12 VDC electrical system including batteries, rack, and cables, and Battery charger 10 amps, 12v to provide continuous charging.
7. Control System:
 - a. Auto starting system (programmable, start up within 20 seconds).
 - b. Audible alarms.
8. Alarms:
 - a. Low Fuel Pressure Shutdown.
 - b. Low Oil Pressure Shutdown.
 - c. High Temperature Shutdown.
 - d. Low Coolant Level Shutdown.
 - e. Engine Over-speed Shutdown.
 - f. Overvoltage Shutdown.
 - g. Low Battery Voltage Warning Light.
9. Enclosures to be NEMA type 4X with key lockable access doors.
10. Fuel System - Fuel type to be diesel with painted steel diesel tanks.
11. Cooling System:
 - a. Factory installed 120 VAC Closed Coolant Radiator
12. Seismic Compliance
 - a. Generators shall comply with applicable seismic design as described in the IBC.

B. Wiring/Conduit

1. Wiring: The wiring shall be copper or aluminum sized for no more that 5% voltage drop and suitable for direct burial and conform with the NEC.
2. Conduit: All electrical and instrumentation wiring shall be installed in conduit. The contractor shall provide conduit and fittings to form complete, coordinated and grounded raceway systems in accordance with the NEC and UL Standards and as follows:
 - a. Rigid conduit:
 - i. Schedule 40 PVC plastic, NEMA Type EPC-40-PVD, 90°C rated, for conduit runs embedded in structural concrete slabs and for direct buried conduit with a minimum of 2 ft. of cover. conforming to UL No. 651. Form elbows, bodies, terminations, expansions and fasteners of same material and manufacturer as base conduit. Provide cement by same manufacturer as base conduit.
 - ii. PVC coated rigid steel conduit for underground conduit runs buried shallower than noted above (except those encased in concrete). PVC-coated conduit shall extend a minimum of 6" above finished grade. PVC-coated rigid elbows shall be used to transition from below grade PVC conduit to above grade conduit system. PVC Coated Rigid Steel Conduit, Elbows and Couplings: Material: Rigid, heavy wall, mild steel, hot dip galvanized, smooth interior, tapered threads, carefully reamed ends, 3/4-inch NPS minimum size with an exterior factory coating of 40-mil thick polyvinyl chloride and an interior coating of 2-mil thick urethane. Color of coating shall be the same on all conduit and fittings. Robroy, Permacote or Ocal.
 - iii. No "taped" conduit allowed.
 - b. Flexible conduit:
 - i. Wet and/or corrosive areas: All conduit shall be PVC coated. Provide flexible conduit at motors and equipment that are subject to vibration or require movement for maintenance purposes. Provide necessary reducer where equipment furnished cannot accept 3/4-inch size flexible conduit. Limit

flexible conduit length to three feet maximum. Where PVC coated conduit is required, provide PVC coated fittings for flex conduit to match.

- ii. Non-hazardous Areas: Flexible galvanized steel core with smooth, abrasion resistant, liquid-tight, polyvinyl chloride cover. Continuous copper ground built in for sizes 3/4-inch through 1-1/4 inch. Material shall be UL listed. Provide one of the following, 1-Sealtite UA by Anaconda Metal Hose Division, Anaconda American Brass Company, 2-Liquatite Type L.A. by Electric-Flex Company, 3-Anaconda Metal Hose, 4-or equal.
 - iii. Sealing fittings shall be provided for hazardous and corrosive locations as required by the National Electrical Code.
 - iv. Expansion fittings shall be provided in conformance with the National Electrical Code where necessary to compensate for thermal expansion and contraction.
 - v. No more than 270 degrees of bends allowed in a continuous run of conduit.
3. INSTALLATION:
- a. The wiring shall be encased in conduit as detailed in 19.4. The wire shall have enough slack so as not to be taught and should be buried to the vicinity of the connection points and enough wire shall be supplied to reach a minimum of 10 feet beyond the enclosure.
 - b. Anchors/supports shall be included as necessary to prevent damage to conduit. Fasten raceway systems rigidly and neatly to supporting structures by the following methods:
 - i. To Hollow Masonry Units: Toggle bolts.
 - ii. To Concrete: Reusable Expansion anchors. (Lead drive in or any anchors not reusable are not allowed).
 - c. Exposed Conduit:
 - i. Install parallel or perpendicular to structural members or walls.
 - Wherever possible, run in groups. Provide galvanized conduit racks of suitable width, length and height and arranged to suit field conditions.
 - Locate clear of interferences.
 - Maintain 6-inches from hot fluid lines and 1/4-inch from walls.
 - ii. Install vertical runs plumb. Unsecured drop length shall not exceed 12 feet.
 - iii. Install parallel or perpendicular to structural members or walls.
 - d. Conduit Embedded in Concrete:
 - i. Separation: Three times outer diameter of larger conduit center to center.
 - ii. Minimum Slab Thickness:
 - With no crisscrossing of conduit, three times outer diameter of conduit.
 - With crisscrossing of conduits, four times outer diameter of larger conduit.
 - iii. Run conduit in center of slab.
 - iv. Before concrete is placed, make the necessary location measurements of the conduit to be embedded so that the information is available to prepare record drawings.
 - v. All conduits entering or exiting concrete shall be PVC coated a minimum of 12-inches on each side of air/concrete interface.
 - e. Underground Conduits:
 - i. Install individual underground conduits a minimum of 24-inches below grade, unless otherwise indicated or as required to avoid existing obstructions.

- ii. Perform all excavation, bedding, backfilling and surface restoration including pavement replacement where required.
- iii. Make conduit connections watertight.
- f. Field Bends: No indentations. Diameter of conduit shall not vary more than 15 percent at any bend.
- g. Joints:
 - i. Apply conductive compound to all joints before assembly.
 - ii. Make up joints tight and ground thoroughly.
 - iii. Use standard tapered pipe threads for conduit and fittings.
 - iv. Cut conduit ends square and ream to prevent damage to wire and cable.
 - v. Use full threaded couplings. Split couplings are not permitted.
 - vi. Use strap wrenches and vises to install conduit. Replace conduit with wrench marks.
 - vii. Apply zinc-rich paint to exposed threads and other areas of galvanized conduit system where the base metal is exposed.
- h. Terminations:
 - i. Install insulated bushings on conduits entering boxes or cabinets, except threaded hub types.
 - ii. Provide locknuts on both inside and outside of enclosure for grounding.
 - iii. Bushings shall not be used in lieu of locknuts.
- i. Moisture Protection:
 - i. Plug or cap conduit ends at time of installation to prevent entrance of moisture or foreign materials.
 - ii. Make underground and embedded conduit connections watertight.
 - iii. Thruwall Seals: Install for conduits passing through new exterior subsurface walls or base slabs of buildings and for conduits passing through existing exterior walls. For individual exposed conduits passing through interior walls, install non-metallic sleeves to protect the conduit against action of alkaline substances that may be present.
- j. Corrosion Protection:
 - i. Conduit Curb:
 - In concrete slabs or floors, provide a 2-inch high curb extending 2-inches from the outer surface of the conduit penetrating the floor, to prevent corrosion.
 - Terminate conduit stub-ups in couplings, slightly above the finished concrete curb.
 - ii. Dissimilar Metals:
 - Take every action to prevent the occurrence of electrolytic action between dissimilar metals.
 - Do not use copper products in connection with aluminum work, and do not use aluminum in locations subject to drainage of copper compounds on the bare aluminum.
 - Back paint aluminum in contact with masonry or concrete with two coats of aluminum-pigmented bituminous paint.
 - iii. Non-Metallic Conduit:
 - Install in accordance with manufacturer's recommendations.

- Join sections in accordance with manufacturer's installation procedures for push-fit, bell and spigot type joints, if applicable, or with manufacturer's recommended cement.
 - During installation provide expansion fittings for expansion and contraction to compensate for temperature variations. Expansion fittings shall be watertight and of the type suitable for direct burial.
 - Make transition to PVC coated rigid steel conduit before making turn up to enclosures.
- iv. TESTING
- Test conduits by pulling through each conduit a cylindrical mandrel not less than two pipe inside diameters long, having an outside diameter equal to 90 percent of the inside diameter of the conduit.
 - Maintain a record, by number, of all conduits testing clear.
- v. METHOD OF MEASUREMENT AND BASIS FOR PAYMENT: All wiring/conduit required to complete the work shall not be measured for payment separately, but shall be considered as a subsidiary obligation of the Contractor in the installation of other items of measurement, and the entire cost thereof shall be included in the contract prices for furnishing and installing items for which payment is established.

EXECUTION

28.5 Installation

- A. Install in accordance with the NEC and manufacturer specifications.
- B. Install on concrete pad, with manufacturer recommended vibration abatement.
- C. Project Officer to verify the location in the field with the Contractor. Contractor is to contact the Project Officer a minimum of 48 hours before construction is to begin.

28.6 Concrete Pad

- A. Scope: The concrete work consists of furnishing all labor, materials and equipment and performing all operations to produce and place a concrete pad. The pad shall be designed per the manufacturer specified recommendations regarding strength and dimensions, reinforcing, ties, vibration abatement, inserts, accessories, protection, finishing, curing and all special procedures which are required to complete the work. The contractor shall submit plans and supporting documentation for approval during the submittal process.
- B. Site Preparation: The subgrade for the concrete pad will be excavated and compacted per TP 2.
- C. Reinforcement: Steel reinforcing bars shall conform to ASTM A-615 (Deformed and Plain Billet-Steel Bars for Concrete Reinforcement, Spec for). Welded steel mesh shall conform to ASTM A-185 (Welded Steel Wire Fabric for Concrete Reinforcement, Spec for). The bars and wire mesh shall be placed in accordance with the contractor's design plan. Any excess rust or scale shall be removed by wire brushing prior to concrete placement.
- D. Forms: Forms shall conform to the shapes, lines and dimensions of the concrete as shown on the contractor's drawings. They shall be properly braced, tied and jointed in such a manner as to maintain their original positions after placement of the concrete and prevent any leakage of mortar. Forms shall not be disturbed until the concrete has thoroughly hardened.
- E. ANCHORS: Shall be designed and installed per the generator manufacturer installation recommendations.
- F. CONCRETE:

1. Materials: Portland cement conforming to ASTM C-150 (Portland Cement, Spec for), Type IIA (air entrained), and aggregates conforming to ASTM C-33 (Concrete Aggregates, Spec for) shall be used. Water used shall be free from deleterious substances.
2. Mix: The concrete mix shall be in such proportions that the concrete produced shall obtain a minimum 28 day compressive strength of 3,000 psi as determined by ASTM C-39 (Compressive Strength of Cylindrical Concrete Specimens, Test for). Transit mixed concrete shall conform to ASTM C-94 (Ready-Mixed Concrete, Spec for). If concrete is mixed on site, it shall be 1:2:3 (cement: sand: aggregate) with only enough water added to make it workable. If water comes to the surface after placement, it is unsatisfactory.
3. Placing: All embedded items shall be in place prior to pouring concrete. Transit mix concrete shall be placed within two hours after adding water, on site mixed concrete shall be placed immediately. Concrete shall be thoroughly worked around the reinforcement, embedded items, and into corners of forms.
4. Grading: Exposed horizontal surfaces shall slope approximately 1/8" per linear foot downward in all directions from the center.
5. Finish: Exposed horizontal surfaces shall have a broom finish unless otherwise specified.
6. Curing: All concrete shall be kept wet and protected from rapid drying or freezing for at least seven days. Horizontal surfaces shall be covered with burlap as quickly as it can be safely applied, and then saturated by sprinkling. After 24 hours, burlap may be removed and water applied directly to the concrete surfaces. Suitable plastic covering may be substituted if no detrimental effects occur.
7. Hot Weather Requirements: For concrete placed during extremely warm weather ACI 305 (Hot Weather Concreting), shall be followed. The aggregate shall be cooled by frequent spraying in such manner as to utilize the cooling effects of evaporation. Temperature of the concrete when placed shall not be more than 90degrees and shall be held below 75degrees insofar as practicable. Set retarder as specified herein under Materials may be used when ambient temperature exceeds 70o F. If such a temperature cannot reasonably be maintained, the Engineer shall be notified and the mix redesigned to compensate for loss of strength resulting from high mix temperature.
8. PAYMENT: There shall be no separate payment for concrete work. The cost for concrete will be included in the unit bid price for the items for which concrete placement is required.

28.7 Startup & Training

- A. Provide testing of the generator by a qualified manufacturer's technician.
- B. Provide operator training by said manufacturer technician. Training will be complete when the utility operator and assistance thoroughly understand the system and can operate it without assistance, minimum of 2 hours per site.

28.8 Fuel and Fluids

- A. After all testing and training are complete all fluids will be topped off including filling the diesel tank, coolant (with 50/50 anti-freeze) & oil all to capacity, and also top off any other fluids necessary.

28.9 Operation and Maintenance

- A. Provide an operation and maintenance manual.
- B. Provide three copies, plastic bound manuals for each generator site.
- C. Cover the electric control equipment Operations and Maintenance, the generator Operations and Maintenance, and testing procedures.

- D. Minimal Contents:
1. Index or table of contents.
 2. Computer drafted drawing accurately illustrating the physical layout of the control system.
 3. As-built electrical wiring diagram.
 4. Discussion of procedures for routine maintenance.
 5. List of test instruments required to trouble shoot the control panel.
 6. List of spare parts as recommended by the control manufacturer.
 7. An instruction and maintenance manual produced by the pump manufacturer for the model provided, specifically covering regular maintenance, service, parts list, and repair of pumps.
 8. Name and telephone number for 24-hour service calls.
 9. Copy of approved submittals.
 10. General safety regulations/instructions.

28.10 Warranties:

- A. Contractor shall cover all supplied materials and equipment and furnish service and maintenance of transfer switch for one year from Date of Substantial Completion.

28.11 Measurement and Payment

A. Item: Generator

1. Measurement: Fully functional, properly sized, diesel powered generators connected to the existing system through a functional automatic transfer switch and connected to diesel storage tanks, sufficient enough for 4 hours of max run demand.
 - a. Cocopah North Site one (1) - 70 kW (minimum) generator, 60Hz
Cocopah East/West Sites - two (2) – 40kW (minimum) generators (1 at each site), 60Hz
 - b. Cocopah North Site – one (1) - 88 kW, 60Hz, 277/480V, 12 lead re-connectable alternator, 80 °C rise.
Cocopah East/West Sites – two (2) - 40kW (1 each site), 60Hz, 120/208V, 12 lead re-connectable alternators, 105 °C rise.
 - c. Three (3) - Automatic Transfer Switch with 200 amp rating capable of switching all classes of load, and shall be rated for continuous duty when installed in a non-ventilated enclosure.
 - 1) Installed inside the control panel enclosure (NEPA type 4x w/ key lock)
 - 2) Double throw, mechanically interlocked contractor mechanism
 - 3) LED pilot light indicating
 - a) Switch in emergency position
 - b) Switch in normal position
 - c) Normal source available
 - d) Emergency source available
 - 4) Adjustable 3-10 s delay to engine start upon normal power failure.
 - 5) Sized in accordance with NEC and manufacturer's specifications.
 - a. Three (3) - Concrete Pads
 - b. All required wiring, conduit, and associated electrical work
2. Payment: Shall be full compensation for the following:
 - a. Provision and installation of materials including the following:
 - 1) Earthwork including, excavation, compaction, grading, site restoration
 - 2) 1-70 (minimum) kW 84amp (277/480 Volt, three phase) generator
2-40 (minimum) kW 96amp (120/240 Volt, three phase) generators

- 3) Based on generators specified three (3) -140 gallon diesel tanks, or equal for 4 hours at max run demand.
 - 4) Gas line between the generator and the tank (if applicable)
 - 5) All electrical line and conduit required between the generators, the emergency automatic transfer switches, and the facility panels.
 - 6) Completely fill the fluid vessels (diesel tanks, coolant, oil, etc.)
 - 7) All electrical work, connections, and appurtenances.
- b. Other Work:
- 1) Asbuilt record drawings.
 - 2) O&M Manual
 - 3) Start-up/maintenance/troubleshooting Training

++ END OF SECTION ++

SUBMITTAL REVIEW FORM, TP-28

Received by ENGINEER:	<input type="text"/>	<input type="text"/>	Project No.	<input type="text"/>
Received by OWNER:	<input type="text"/>	<input type="text"/>	Contract No.	<input type="text"/>

Submittal #	TP	Specification	Description (Indicate Type, Model No., Manufacturer, etc.)	Action By Owner
1	28.2	Site Layout/Plans		
2	28.2/6	Concrete Design		
3	28.2/4	Generators/enclosures/controls/ fuel tanks/alternators manufacturer information/cut sheets & shop drawings		
4	28.2/11	Automatic transfer switches manufacturer cut sheets		
5	28.2/4	Wiring/Conduit materials/ shop drawings		
6	28.2/9	Asbuilts and O&M manuals		

	Signature	Date
CONTRACTOR:	<input type="text"/>	<input type="text"/>
OWNER APPROVAL:	<input type="text"/>	<input type="text"/>

**Appendix B
Bid Schedule**

**Appendix B
Cocopah Back-up Generator Project 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 **Cocopah Indian Tribe** (hereinafter called “Owner”).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Cocopah Back-up Generator Project in strict accordance with the CONTRACT DOCUMENTS, 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 as specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **90** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as provided in Section 3 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Bid Schedule						
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	
1	“West” generator “West” Piping/Site work/Electrical/Labor/Etc.	LS	1			
		LS	1			
2	“East” generator “East” Piping/Site work/Electrical/Labor/Etc.	LS	1			
		LS	1			
3	“North” generator “North” Piping/Site work/Electrical/Labor/Etc.	LS	1			
		LS	1			
Total					\$	-

Note: Lengths and quantities are estimates. Bidder should verify/estimate both by site visit. The Tribe will award the contract to Low Responsible Bidder for either Schedule A, or Schedule A + B, or A + portion of B depending on Bids.

Bidder claims Indian Preference for award of this contract: Yes _____ No _____

Note: Bidders claiming Indian Preference must attach properly completed "Indian Owned Economic Enterprise Qualification Statement" to this bid. Failure to submit this form will void the Bidder's claim for Indian Preference. The "Indian Enterprise Qualification Statement" may be obtained from **Edmund Domingues at Cocopah Public Works Office**

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

Submitted by Bidder:

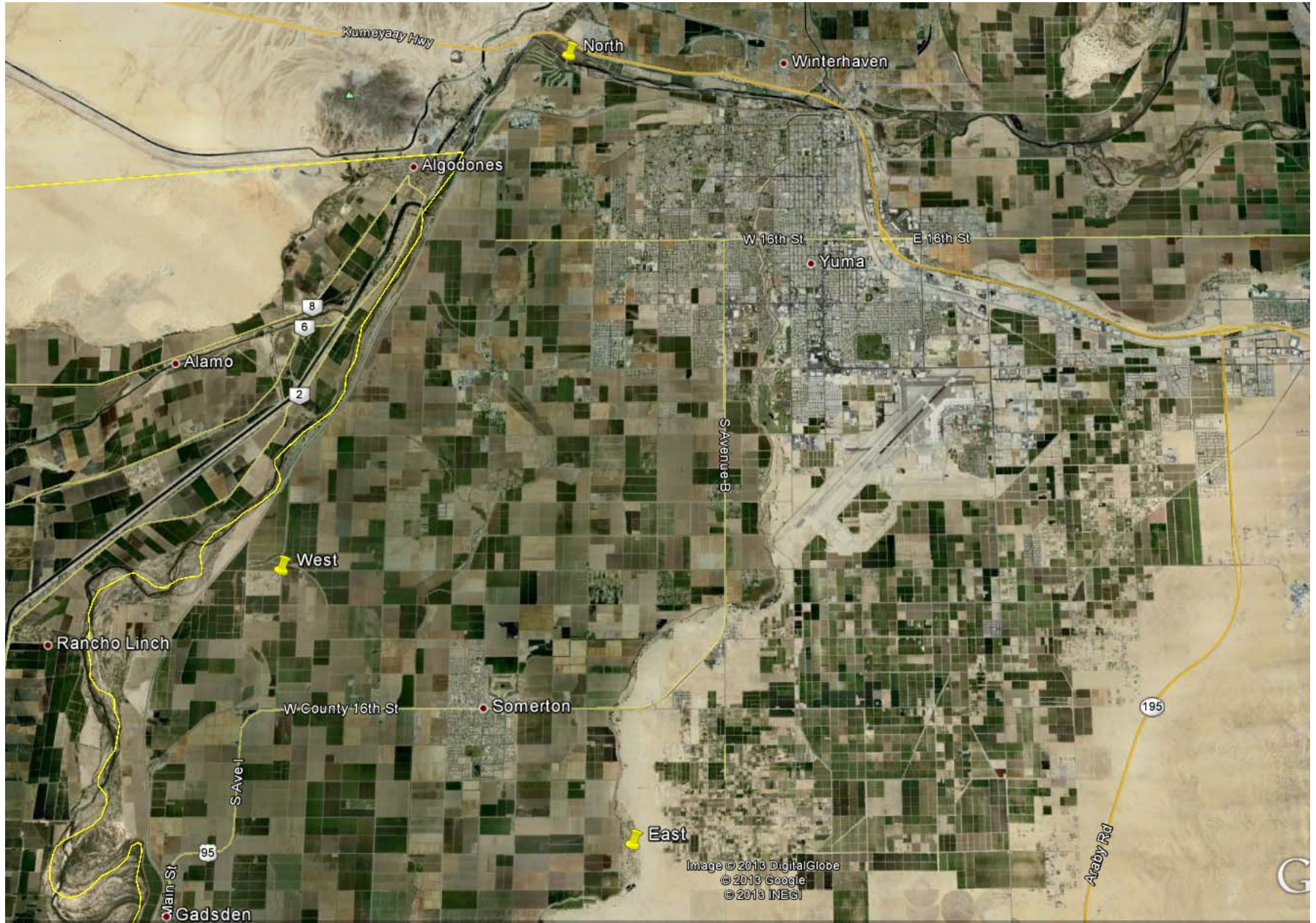
_____	_____
Title	Signature
_____	_____
Firm	Mailing Address
_____	_____
Telephone Number	City, State, Zip Code
_____	_____
License Number (if applicable)	Date
_____	_____
Federal Employer ID Number	Fax Number

(Seal - if Bid is by a corporation)

Attest

Appendix C
Site Maps

Appendix C – Site Maps

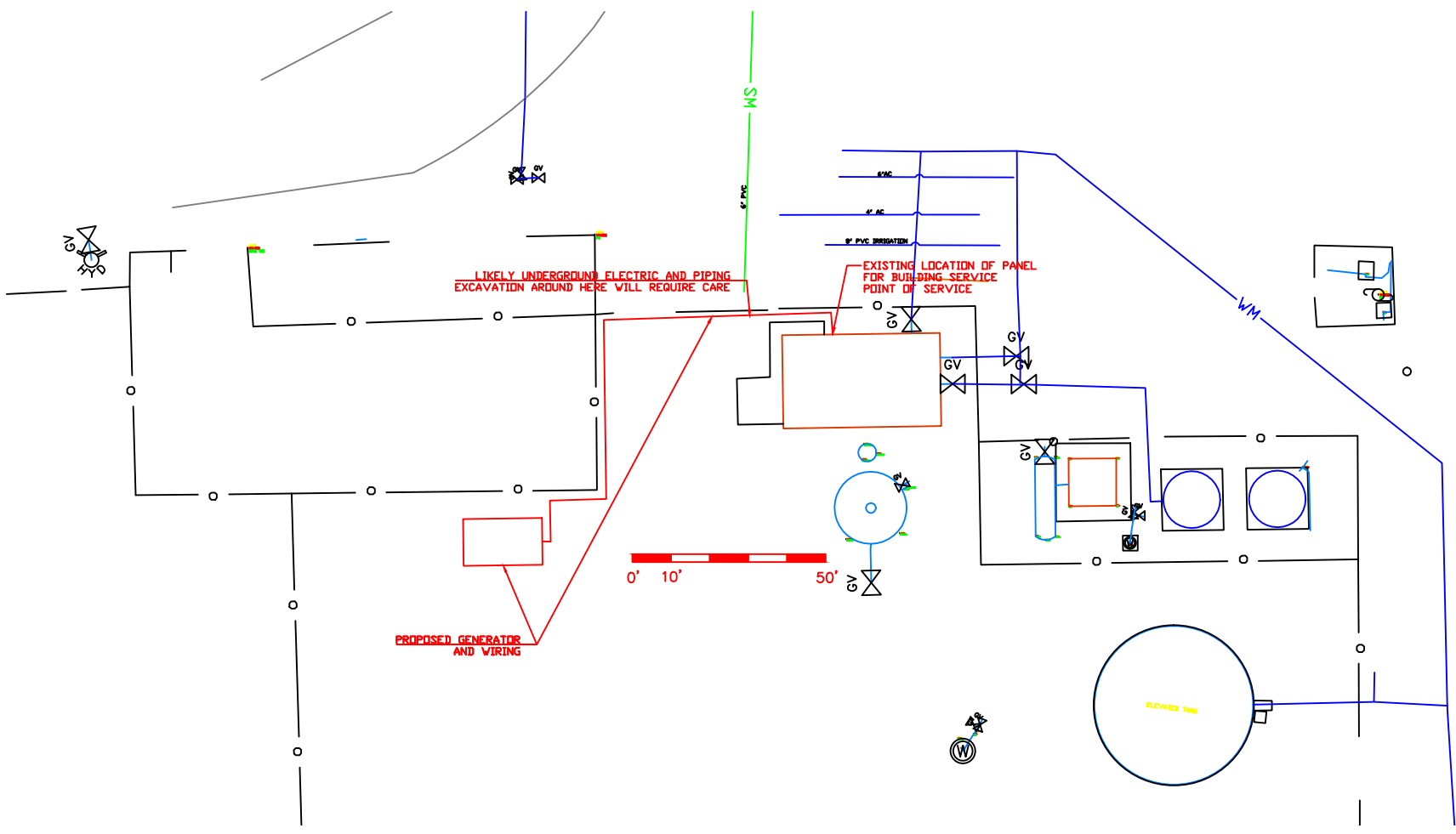




WEST

EXISTING SES/BUILDING PANEL

PROPOSED GENERATOR LOCATION



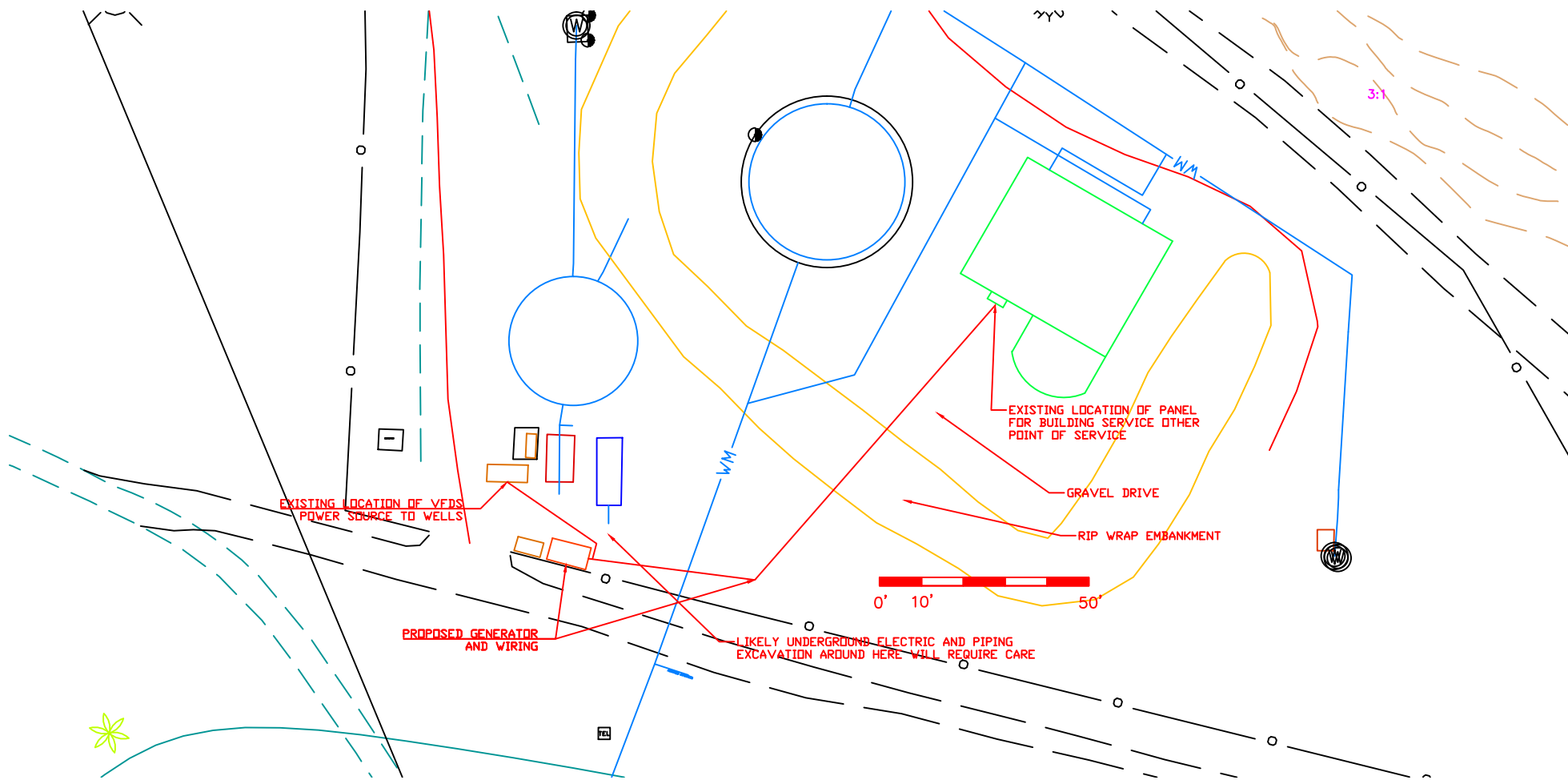


NORTH

EXISTING BUILDING PANEL

PROPOSED GENERATOR LOCATION

EXIST SES

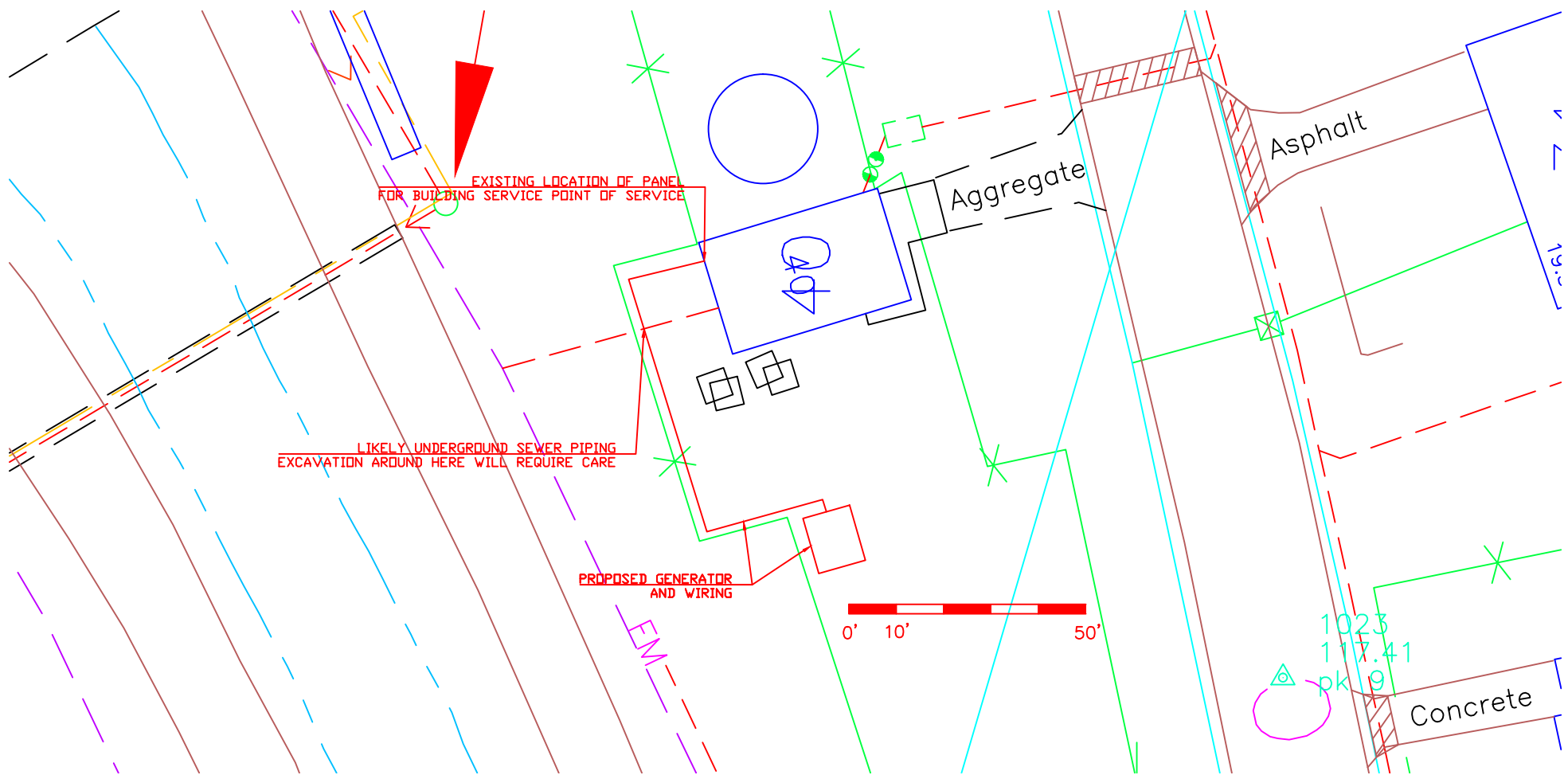




EAST

EXISTING SES/BUILDING PANEL

PROPOSED GENERATOR LOCATION



EXISTING LOCATION OF PANEL
FOR BUILDING SERVICE POINT OF SERVICE

LIKELY UNDERGROUND SEWER PIPING
EXCAVATION AROUND HERE WILL REQUIRE CARE

PROPOSED GENERATOR
AND WIRING



Asphalt

Concrete

1023
117.41
pk 9

EM

Aggregate

40

19.0

Appendix D
Reference checks form

APPENDIX D – CONTRACTOR REFERENCE CHECKS FOR TRIBAL CONSTRUCTION

The requirement for references in this contract is to provide the highest quality facilities, constructed on time and within budget for the Tribe. This requirement will be for contracts which are estimated to cost more than \$30,000.

Responsive

Any contractor bidding on this project shall supply with their bid a list of **ALL** construction projects performed for Tribal governments in the past 10 years. The list shall include the following information:

Name of Project: _____

Tribe: _____

Total Contract Amount: _____

Date of Completion: _____

Engineer: _____

Tribal contact (Name/Phone Number): _____

The list must include **ALL** construction projects performed by the contractor for any Tribe. If through the process of reviewing bids it is discovered that not **ALL** projects are included, the bid may be considered Non-Responsive and may be rejected. Therefore it is required that all projects be listed.

If the contractor has never completed work for a Tribal government, a letter by the president/CEO of the company stating this must be provided with the bid.

Once a reference list has been investigated to the satisfaction of the Contracting Officer as being complete, reference checks on this contractor will be completed.

Responsible

Reference checks for the low bidding contractor will be completed prior to recommendation of award. Reference questions will include ratings on quality and performance of work, timely completion, communication, change orders, warranty performance, etc.

Upon completion of these reference checks the Contracting Officer shall make a determination to award or to not award. If the project contains public funds, the contributing agency shall be consulted in the determination to award or to not award a contract. The Tribe and contributing agency shall agree to the final decision to award or to not award a contract.

Appendix E
Indian Owned Enterprise Qualification Statement

**Appendix E –
INDIAN OWNED ECONOMIC ENTERPRISE QUALIFICATION STATEMENT**

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

1. Name of Enterprise: _____
 Address: _____
 Telephone #: _____

2. Check one:
 _____ Corporation _____ Joint Venture
 _____ Partnership _____ Other:
 _____ Sole Proprietorship

3. Answer the following:

If a Corporation:

a. Date of incorporation: _____
 b. State of incorporation: _____
 c. Name & address of statutory agent:

d. Give the name and address of the officers and members of the Board of Directors of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Title	Address	% of Stock Ownership
_____ #	—	President	_____ _____	_____
_____ #	—	Vice-President	_____ _____	_____
_____ #	—	Sec/Clerk	_____ _____	_____
_____ #	—	Treasurer	_____ _____	_____
_____ #	—	_____	_____ _____	_____
_____ #	—	_____	_____ _____	_____

Complete the following information on all stockholders who are not listed in d above, owning 5% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Address	% of Stock Ownership
_____ # _____	____	_____ _____ _____	_____
_____ # _____	____	_____ _____ _____	_____
_____ # _____	____	_____ _____ _____	_____
_____ # _____	____	_____ _____ _____	_____
_____ # _____	____	_____ _____ _____	_____
_____ # _____	____	_____ _____ _____	_____

If a Sole Proprietorship or Partnership:

a. Date of Organization: _____

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

Name and Social Security No.	I or NI	Address	% of Stock Ownership
_____ # _____	____	_____ _____ _____	_____
_____ # _____	____	_____ _____ _____	_____
_____ # _____	____	_____ _____ _____	_____

_____	_____	_____	_____
#	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
#	_____	_____	_____
_____	_____	_____	_____

If a Joint Venture:

a. Date of Joint Venture Agreement: _____

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

5. Give the name, address, and telephone number of the principle spokesperson of your organization:

6. Has this enterprise been certified as an Indian Owned Economic Enterprise by any government or Tribal agency to qualify for special consideration under Indian preference contract clauses, or been awarded contracts by any government or Tribal agency based on Indian preference consideration?

Yes _____ No _____

If yes complete:

Contract Date	Contracting Agency	Contract No.	Location of Work

7. Will any officer or partner listed in #4 be engaged in outside employment?

Yes _____ No _____

If yes complete:

Name	Outside Employment	Hours/Week

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

If yes complete:

Name and address of subsidiary affiliate or other concern	Description of Relationship

9. Does this enterprise or any person listed in #4 above have or intended 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.

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

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

12. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase agreements. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.

NOTE:

I. Omission of any information may be cause for rejection of claim for Indian Preference.

II. The persons signing below certify that all information in this INDIAN OWNED ECONOMIC ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

NAME Date

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

NAME Date

NAME Date

If applicant is a Corporation, affix corporate seal:

Corporate Seal Date

By: _____
President's Signature

Attested by: _____
Corporate Secretary's Signature

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5000 or imprisoned not more than two years, or both."