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**Susanville Indian Rancheria
Lassen County, California**

SPECIFICATIONS FOR:

**SUSANVILLE INDIAN RANCHERIA
ROAD PROJECT 515018 (Phase 1)**

**PROJECT NUMBER
ROUTE NUMBER J52-550-0344 (010)**

**ADMINISTRATING AGENT:
SUSANVILLE INDIAN RANCHERIA
745 JOAQUIN STREET
SUSANVILLE, CA 96130
TELEPHONE NUMBER (530) 257-6264**

MARCH 2016

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INVITATION FOR BIDS

Sealed bids for a road reconstruction project, to include installation of curbs, sidewalks, and gutters located on the Susanville Indian Rancheria in Lassen County, Northern California, will be received by the Susanville Indian Rancheria at the Tribal Office, 745 Joaquin Street, Susanville, CA 96130 until 4:00 pm, Friday, May 13, 2016 and then publicly opened and read aloud in the Tribal Resource Center Meeting Room located at 735 Joaquin Street, Susanville, CA 96130. The Contract Documents may be examined at the following location: Susanville Indian Rancheria, 745 Joaquin Street, Susanville, CA 96130.

An organized site visit has been scheduled for Thursday, April 28, 2016 at 2:00 pm. Participants will meet at 1:30 pm in the Tribal Resource Center Meeting Room located at 735 Joaquin Street, Susanville, CA 96130 to go over the bid package, plans, and specifications.

The Contract Documents may be obtained from the Susanville Indian Rancheria Tribal Office located at 745 Joaquin Street, Susanville, CA 96130 upon a non-refundable payment of \$25 for each set.

There will be a post-award meeting at the Susanville Indian Rancheria Tribal Office Conference Room at a date yet to be determined.

Neither the contractor nor subcontractors shall engage in or permit discrimination in employment of persons because of race, color, national origin, ancestry, or religion.

Indian preference will apply to the bid process. A price differential for qualified Indian bidders of five percent (5%) of the lowest responsible, responsive non-Indian bid will apply.

Federal funds will be utilized for this project and as a result, Construction Prevailing Wages are to be paid and a Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

The Susanville Indian Rancheria's Point of Contact for this project is Russ Burriel, Public Works Director, and his phone number is (530) 260-0421.

BID SCHEDULE

All labor, material, equipment and service necessary for construction (grading, drainage & paving) of Project No. 515018 (Phase 1) located on the Susanville Indian Rancheria, located in Lassen County, will be furnished in accordance with the approved plans and specifications attached hereto or referred herein for price applicable to each item given below. The length of the project is 0.23 miles.

Note: Bids shall include tribal sales tax and all other applicable taxes and fees.

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
15101	MOBILIZATION	ALL	LS		
15201	CONSTRUCTION SURVEYING AND STAKING	ALL	LS		
15401	CONTRACTOR SAMPLING AND TESTING (TRIBE)	0	LS		
15701	SOIL EROSION CONTROL	ALL	LS		
20101	CLEARING AND GRUBBING	ALL	LS		
20301	REMOVAL OF ASHALT & AB	3430	SY		
20302	SAWCUTTING OF PAVEMENT	110	LF		
20401	ROADWAY EXCAVATION	1970	CY		
20402	SUBEXCAVATION	1090	CY		
20403	UNCLASSIFIED BORROW		CY		
20404	EMBANKMENT CONSTRUCTION	1535	CY		
20405	DITCHES / SIDE SLOPE	1020	LF		
20701	GEOTEXTILE	5710	SY		
25101	RIPRAP – CLASS 2	1020	LF		
25102	RIPRAP – CLASS 3	27	CY		
30101	AGGREGATE BASE, 3/4" CLASS 2	1890	TON		
40301	HOT ASPHALT CONCRETE PAVEMENT	1090	TON		
41101	ASPHALT MC-70, PRIME COAT	17	TON		
60101	MINOR CONCRETE	ALL	LS		
60201	18-INCH PIPE CULVERT	52	LF		
60202	6-FEET SPAN, 5-FEET RISE, REINFORCED CONCRETE BOX CULVERT	33	LF		
60401	STORM DRAIN MANHOLE	1	EA		
60402	DRAIN INLET	1	EA		
60701	CLEAR, RECONDITIONING, AND REPAIRING EXISTING DRAINAGE STRUCTURES	1	EA		
60901	6-INCH CURB AND GUTTER (CALTRANS TYPE A2-6)	1223	LF		
61101	WATER SYSTEM	ALL	LS		
61501	SIDEWALK, CONCRETE	545	SY		
61502	ADA RAMP, CONCRETE	ALL	LS		
61901	REMOVE AND RESET BARB WIRE FENCE (TRIBE)	0	LF		
63301	SIGN INSTALLATION	7	EA		
63401	PAVEMENT MARKINGS (4" DOUBLE YELLOW)	1115	LF		
63402	PAVEMENT MARKINGS (4" WHITE)	2303	LF		
63501	TEMPORARY TRAFFIC CONTROL	ALL	LS		
63801	UTILITY TRENCH AND PIPE	65	LF		

Material
Price¹

Price for Installation

TOTAL CONTRACT PRICE:

¹ Include price, exclusive of the charge for installation for materials associated with item Nos. 20701, 25101, 25102, 30101, 40301, 41101, 60101, 60202, 60202, 60402, 60901, 61501, 61502, 63301, 63402.

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DESCRIPTIONS/SPECIFICATIONS/SPECIAL PROVISIONS

C.1 SCOPE OF WORK

The work to be done under this contract consists of all labor, materials, equipment, and supervision necessary for road construction (grading, drainage, paving) and other required appurtenances in accordance with the attached drawings and specifications.

C.2 SITE CONDITIONS

Work is to be performed on the Susanville Indian Rancheria located in Lassen County, California. Bidders are requested to visit the site and familiarize themselves with all conditions under which work is to be done. Failure to visit the site will not relieve the Contractor from the responsibility or cost of furnishing any materials or performing the work that may be required to complete the contract in strict accordance with the specifications.

The Contractor shall determine actual site conditions with regard to surface vegetation and other miscellaneous obstacles to construction.

Location, materials, and sizes of any utilities shown are approximate only and are not meant to be a complete representation of all utilities actually present. The Contractor shall determine exact locations and details from the responsible utility authority.

C.3 CONTRACT DOCUMENTS

A maximum of three (3) sets of contract drawings and specifications will be furnished without charge to the Contractor upon award of this contract, except applicable publications incorporated by reference will be furnished on request at the cost of reproduction.

C.4 DAYS OF WORK

Normal work days are Monday through Friday with eight (8) hours allowed per day. Construction work shall not be normally permitted on Saturdays, Sundays, or Federal holidays. The Contractor must submit a written request to the Tribal Representative (TR) for permission to work on any Saturday, Sunday, Federal holiday or in excess of eight (8) hours per day. ***Written approval from the Tribal Representative must be obtained before the Contractor may work on any such day.***

C.5 LAWS AND PERMITS AFFECTING WORK

The Contractor shall at all times observe and comply with applicable Federal, State, City, and County laws, and Tribal 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. All other required permits, certificates, and licenses shall be

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obtained by and at the expense of the Contractor. 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.

C.6 TRIBAL SALES TAX

The tribal government has in effect a 7.5% sales tax on all materials and fixtures used in construction projects on the Susanville Indian Rancheria. The Susanville Indian Rancheria's legal counsel is of the opinion, based on consultations with the State Board of Equalization, that State sales tax does not apply to materials and fixtures used in this project within the boundaries of the Susanville Indian Rancheria.

The exemption from State sales tax on materials and fixtures depends on (1) provisions in the construction contract that separately state the sales price of materials, exclusive of the charge for installation and that require delivery to the Susanville Indian Rancheria and transfer of title to the Susanville Indian Rancheria prior to their installation in the work of improvement and (2) the use by the contractor and all subcontractors of a State resale number at the time materials are purchased by the contractor and all subcontractors. The contractor shall assure that all subcontractors use resale numbers in acquiring materials for use in this project and that materials and fixtures are delivered on the Susanville Indian Rancheria.

For more information on the exemption from state sales tax see State Board of Equalization *Publication 146* available at <http://www.boe.ca.gov/pdf/pub146.pdf>.

The Susanville Indian Rancheria will not assume any responsibility for State sales tax liability of any contractor or subcontractor who fails to obtain and use a State resale number in connection with purchasing all materials and fixtures intended for resale for use in this project or for state sales tax assessed against a subcontractor, if the subcontract fails to contain the contract language required to qualify for the exemption. In addition, in order to assess the Tribal sales tax, all partial payment requests submitted by the contractor must include invoices showing the total cost of materials covered by the request. Under Tribal sales tax regulations, if invoices are not provided, the Tribal taxing authority can estimate the tax on the best information available to it.

C.7 MAINTENANCE OF UTILITIES AND SITE FACILITIES

The Contractor is responsible to determine the exact location of any and all utilities not specifically located on the plans and to protect them from damage during construction. Should any utility be damaged or disturbed, the Contractor shall immediately notify the TR and the owner of the damaged utility. Any and all damage that results from work under the contract shall be promptly repaired at the expense of the Contractor.

During the progress of the work, the Contractor shall protect all existing vegetation, structures, sidewalks, streets, mailboxes, ditches, culverts, signposts, fences, driveways, and similar items. If the Contractor must remove or disturb these facilities, provision shall be made to maintain a temporary facility serving the same purpose as that which it

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was intended to replace. Destruction of vegetation shall be kept to a minimum. Upon completion of the work, the Contractor shall restore all such facilities to a condition at least equal to the existing prior to construction. The Contractor shall not obstruct access to the site.

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

C.8 CONTRACT SUBMITTAL REQUIREMENTS

All drawings, such as Traffic Control Plan, Quality Control Plan, and submittals pertaining to the project are required within fifteen (15) calendar days after receipt of Notice of Award, and before issuance of Notice to Proceed. The Contractor should allow seven (7) calendar days from receipt by the Tribal Representative (“TR”) for review and approval or rejection by the Tribe. For each material re-submittal required, the Contractor should allow an additional seven (7) calendar days from date of receipt by the TR for review and approval or rejection by the Tribe.

The Contractor shall furnish material submittals, design submittals, shop drawings, test reports, and as-built drawings in accordance with the requirements detailed in the Submittal Review Form (See Section J, Attachment 6)

In accordance with FAR 52.236-15, Schedules for Construction Contracts, the Contractor shall, within five (5) calendar days after the work commences, furnish three (3) copies of a work schedule to the TR for review and approval. The schedule shall be in the form of a progress chart indicating the starting and completion dates of the salient features of the work, including acquiring materials and equipment. The schedule shall indicate the work by percentage for any given date.

C.9 CLEANUP AND FINISH GRADING

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. Where a lawn is disturbed, the Contractor shall place a generous amount of grass seed to the disturbed area following final grading.

C.10 MEASUREMENT AND PAYMENT

As line item quantities are firm, Contractor will be paid full compensation based upon quantities identified in the BID SCHEDULE, Section B. While the price for materials is separately stated, exclusive of the charge for installation, the price paid for the completed item of work shall include full compensation for furnishing all labor, materials, tools, equipment, and performing all work required by the provisions of the contract to furnish and install the items of work completed in place. In all cases, the finished product shall be a complete, operational component or system. The price for the completed item of work shall also include all applicable state and local sales or other taxes.

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MODIFICATIONS OF FP-14

FOR

**SUSANVILLE INDIAN RANCHERIA
ROAD CONSTRUCTION PROJECT**

SPRING RIDGE ROAD

PROJECT NUMBER 515018

**SUSANVILLE INDIAN RANCHERIA
LASSEN COUNTY, CALIFORNIA**

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STANDARD SPECIFICATIONS

The Standard Specifications to be used in construction of the project shall be the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-014 U.S. Department of Transportation, Federal Highway Administration," the State of California Standard Specifications (Caltrans), 2010 Edition and the Contract Special Provisions attached herein. Unless otherwise specified, the Standard Specifications shall be used in accomplishment of extra work on the project during the construction of the project.

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DIVISION 100

GENERAL REQUIREMENTS

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Section 101 - DEFINITIONS AND TERMS

101.03 Abbreviations.

After "NIST," add "NTA – National Technical Association

After "CRSI," add "CSS – Slow Setting Course Aggregate"

Replace "CO" with Tribe

LL – Liquid Limit

PL – Plastic Limit

SAOTR – Subordinate Awarding Official's Technical Representative

SS – Slow Setting

101.04 Definitions. Add after "Award", "Tribe - The Susanville Indian Rancheria." Wherever the term FHWA is used, it shall be substituted with Tribe.

Add Definition - "Tribe" – Susanville Indian Rancheria

Add Definition - "Modification or Contract Modification - Modification means any written alteration in the specifications, plans, delivery point, rate of delivery, contract period, price, quantity, or other contract provisions of the existing contract. It includes (i) bilateral actions, such as supplemental agreements and amendments and (ii) unilateral actions, such as change orders, notices of termination, and notices of the exercise of an action."

Replace Definition - "Government" with Tribe

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Section 103 - SCOPE OF WORK

This section is applicable in its entirety with the following modifications:

103.03 Value Engineering. The following is added to this subsection.

No change in structure of the base and the paving section of the roadway will be considered under this subsection.

103.05 Partnering. Section 130.05 is removed and is not part of these specifications

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Section 105 - CONTROL OF MATERIAL

This section is applicable in its entirety with the following modifications:

105.02 Material Sources. The following is added to this subsection.

All material, except material furnished from a Tribe designated source, shall be approved, tested and meet all specification requirements on the job site.

105.05 Use of Material Found in the Work. This section is revised as follows:

The right to use and process material in the work does not include the use and processing of material for non-tribe contract work except for the disposal of waste material. If the Contractor produces or processes material from Tribal land in excess of quantities required for the contract, the Tribe may,

- (a) Take possession of the excess material and direct its use, paying the Contractor only for cost of production or contract unit price whichever is lower, for item the excess material is used, or
- (b) Require removal of the material and restoration of the land to a satisfactory condition at no cost to the Tribe.

The Contractor shall not produce or process any excess material for other contract items use unless it is authorized by the Tribe.

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Section 106 - ACCEPTANCE OF WORK

This section is applicable in its entirety with the following revisions:

106.05 Statistical Evaluation of Work for Acceptance and Determination of Pay Factor (Value of Work). This subsection is applicable in its entirety with the following revisions:

(a) **General.** The following is added to this subsection.

(2) **Lot size.** Revised as follows: The lots are equal to the total quantity delivered and placed onto the project each day for the duration of the contract time.

(3) **Sampling Frequency.** The following is added:

Frequency of sampling shall be in accordance with minimum sampling and testing for quality control included into this subsection at the end of the section. If it is not specified in the contract, the frequency of sampling and testing will be in accordance with the acceptance subsection of each Section of FP-14 (See Table 106-3)

(4) **Sampling Location.** The following has been added:

The point of sampling is specified in the contract. If it is not specified in the contract, the point of sampling for material delivered on to the project shall be on the project site prior to incorporation into the work. (See Table 106-3)

(5) **Test Methods.** Revised as follows:

The test methods used to test the samples are specified in the contract. If it is not specified in the contract, the test methods specified in the acceptance subsections of each Section of FP-14 will be used for testing of the material. (See Table 106-3)

(d) **Pay Factor Determination. (Value of Work).** Add the following to this subsection:

The Pay Factor will be determined based on Category II quality characteristic by evaluating the test results from random samples.

Table 106-3

MINIMUM SAMPLING AND TESTING FOR QUALITY CONTROL

ITEM	MATERIAL	TEST FOR	LOCATION OF SAMPLING	TEST METHOD	FREQUENCY
204 Excavation & Embankment	Embankment & Profile Grade in Cut & Finished Sub-grade	Proctor	Anywhere in Fill for Control	AASHTO T - 99, C	1 Per change in Material as needed
		In Place Density & Moisture Content	Anywhere in Fill & Cut, Curb, gutter and sidewalk as directed randomly	AASHTO T-310	1 Per 300' lift for Embankment, 1/300' on Finished Grade & min. 1/lift for Structural Fill
		Classification	Finished Grade	AASHTO T -11, 27, 87, 88, 89, 90, M 145	1 Per Change in Material
		Shrinkage Factor of Soil	Anywhere in Fill or Cut as directed	AASHTO T - 92	1 Per Soil Type or as needed
		Classification	Finished Grade	AASHTO T - 11, 27, 87, M 145	1 Per Change in Material
		Gradation	Finished Grade	AASHTO T - 88	1 Per Soil Type but not less than 1/6000 Cubic Yard
		LI & PL	Finished Grade	AASHTO T - 89 & 90	1 Per Soil Type but not less than 1/6000 Cubic Yard
207 Geotextile	Geotextile	Shrinkage Factor	Source of Material	AASHTO T - 92	1 Per Source or Soil
		Proctor	Source of Material	AASHTO T - 99	1 Per Source or Soil as needed
		Mass Per Unit Area	Anywhere in placement as directed randomly	ASTM D5261	1/11,000 Square Yard
		Tensile Grab Strength	Anywhere in placement as directed randomly	ASTM D4632	1/11,000 Square Yard
		Trapezoidal Tear Strength	Anywhere in placement as directed randomly	ASTM D4533	1/11,000 Square Yard
		Elongation	Anywhere in placement as directed randomly	ASTM D4533	1/11,000 Square Yard

Table 106-3
MINIMUM SAMPLING AND TESTING FOR QUALITY CONTROL

ITEM	MATERIAL	TEST FOR	LOCATION OF SAMPLING	TEST METHOD	FREQUENCY
207 Geotextile		Puncture Resistance	Anywhere in placement as directed randomly	ASTM D4833	1/11,000 Square Yard
		Burst Strength	Anywhere in placement as directed randomly	ASTM D3786	1/11,000 Square Yard
		Permittivity	Anywhere in placement as directed randomly	ASTM D4491	2 Per Source
		Apparent Opening Size	Anywhere in placement as directed randomly	ASTM D4751	2 Per Source
		Ultraviolet Resistance	Anywhere in placement as directed randomly	ASTM D4355	2 Per Source
301 Aggregate Surface, Base, & Sub-base Courses	Base Aggregate	Gradation	Windrow/Roadway	AASHTO T- 11 & 27	5 Per Day as directed
		Sand Equivalent	Crusher	AASHTO T - 176	1 Per Source
		Durability Index	Crusher	AASHTO T - 210 or CalTrans 229	1 Per Source
		R-Valve	Crusher	AASHTO T - 190	1 Per Source
		Liquid Limit	Crusher	AASHTO T - 89	1 Per Source
		Proctor (Std Density)	Crusher	AASHTO T - 180, D	1 Per Source
		In Place Density	Anywhere on Roadway/Curb, gutter & sidewalk	AASHTO T-310	1/300' Lift
		Thickness Test Hole	Anywhere on Roadway		1/300'

**Table 106-3
MINIMUM SAMPLING AND TESTING FOR QUALITY CONTROL**

ITEM	MATERIAL	TEST FOR	LOCATION OF SAMPLING	TEST METHOD	FREQUENCY
403 Hot Asphaltic Concrete Pavement	Asphalt Material	As specified in Section 702 (Quality of Asphalt)	Sample immediately before Treatment, Cold Feed, Mixing with Aggregate, Roadway, etc.	Plant Certification (Plant Lab.)	Plant Certificate when delivered
		Aggregate	Crusher or Plant	AASHTO T - 96 or CA 211	1 Per Source
		Sand Equivalent		CA 217	
		Durability Index		AASHTO T - 210 or CA 22	
		Percentage of Crushed Particle		CA 205	
		Coarse & Fine Durability		AASHTO T - 210	
	Mixture	Sieve Analysis of Extracted Aggregate	Roadway or behind Lay Down Machine	AASHTO 27, 30 or CalTrans 202	5 Per Day of mixing plant operation
Asphalt Content			AASHTO T - 164 or T - 287 or CA 379		

**Table 106-3
MINIMUM SAMPLING AND TESTING FOR QUALITY CONTROL**

ITEM	MATERIAL	TEST FOR	LOCATION OF SAMPLING	TEST METHOD	FREQUENCY
403 Hot Asphaltic Concrete Pavement	Mixture	In Place Density	Anywhere on Roadway	AASHTO T - 191 or 205 or 230	1 Per 300' lift but not less than 5 Per Layer
		Optimum Bituminous Content		CA 367	
		Maximum Density of Mixture		AASHTO T - 209	1 Per Mix Design
		Swell		CA 305	
		Moisture Vapor Susceptibility		CA 307	
		Stabilometer Value		CA 366	
411 Asphalt Prime Coat	Asphalt Material	As specified in Section 702 (Quality of Asphalt)	Sample immediately before use for treatment	Plant Certification	Plant Certification when delivered
412 Asphalt Prime Coat	Asphalt Material	As specified in Section 702 (Quality of Asphalt)	Sample immediately before use for treatment	Plant Certification	Plant Certification when delivered

**Table 106-3
MINIMUM SAMPLING AND TESTING FOR QUALITY CONTROL**

ITEM	MATERIAL	TEST FOR	LOCATION OF SAMPLING	TEST METHOD	FREQUENCY
552	Concrete	Mix Proportion	Source of Processed Material before Mixing	See Sub-section 552.03 FP-14	1 Per Mix Per Material Per Plant
	Cement	Quality	Immediately before Mixing with Aggregate & Water	Mill Certification (Mill Lab.)	Mill Certification when delivered
	Fine Aggregate	Sieve Analysis	Immediately before Mixing at Plant	AASHTO T - 27 & T - 30	1 Per Source
		Specific Gravity & Absorption		AASHTO T - 85	
	Coarse Aggregate	Sieve Analysis Specific Gravity & Absorption	Before Mixing	AASHTO T - 11	
	Fresh Concrete Mixture	Wash Loss (Amount of Material finer than 0.75mm Sieve in Aggregate)			Plant Certification when delivered
		Air Entraining	Plant	Lab.	
		Chemical & Mixture			
		Water	Prior to Mixing	Plant Lab.	
		Slump	Material being placed	AASHTO T - 119 or ASTM C - 143	
	Air Content		AASHTO T - 152 or 199	1 Per 60 Cubic Yards but not less than 5 Per Day	

**Table 106-3
MINIMUM SAMPLING AND TESTING FOR QUALITY CONTROL**

ITEM	MATERIAL	TEST FOR	LOCATION OF SAMPLING	TEST METHOD	FREQUENCY
552 Structural Concrete	Concrete Mix	Making & Curing Concrete Cylinder	Material being placed	AASHTO T - 23	2 Sets of 4 Cylinder Per 60 Cubic Yards Per Day/Class of Concrete
		Compressive Strength of Molded Concrete Cylinder		AASHTO T - 22	Tested at 7, 14,21 & 28 Days
		Unit Weight & Temperature		AASHTO T - 121	1 Per 60 Cubic Yards
602 Minor Concrete	Concrete Mix	Slump	Material being placed	Plant Lab	Plant Certification when delivered.
		Slump		AASHTO T - 119	1 Per 60 Cubic Yard but not less than 5 Per Day
		Making & Curing Concrete Cylinder		AASHTO T - 23	2 Sets of 3 Per 60 Cubic Yards or Per Day/Class or Concrete
		Compressive Strength of Molded Concrete Cylinder		AASHTO T - 22	AT 7, 14, & 28 Days
		Air Content		AASHTO T - 152 or 199	1 Per 60 Cubic Yards but not less than 5 Per Day

**Table 106-3
MINIMUM SAMPLING AND TESTING FOR QUALITY CONTROL**

ITEM	MATERIAL	TEST FOR	LOCATION OF SAMPLING	TEST METHOD	FREQUENCY
602	Pipe Culverts & Storm Drains		Plant	Plant Lab.	Plant Certificate when delivered
				Plant Lab.	Plant Certificate when delivered
604	Manholes, Inlets & Catch Basins			Plant Lab.	Plant Certificate when delivered
611	Concrete	In accordance w/Section 602, Minor Concrete			
619	Concrete	In accordance w/Section 602, Minor Concrete			
705	Riprap	L.A. Abrasion	Plant	Plant Lab.	Plant Certification when delivered
		Specific Gravity			
		Soundness Test			
		Freezing & Thawing			
				AASHTO T - 96	1 Per Source
				AASHTO T - 85	
				AASHTO T - 104	
				AASHTO T - 03	

**Table 106-3
MINIMUM SAMPLING AND TESTING FOR QUALITY CONTROL**

		Plant or Vendor	Plant or Vendor Lab.	Contractor Certification or Vendor Certification
625	Fertilizer Seed			
633	Traffic Control Signs & Delineators			Plant Certification when delivered
630	Traffic Marking			
634	Traffic Marking			
641	Filter			

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Section 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

This section is applicable in its entirety with the following modifications:

107.01 Laws to be Observed. The following is added to this subsection.

The Contractor shall procure all permits (including utility and encroachment permits) and licenses from the appropriate utility company, local, state, and federal governmental agencies prior to commencement of the construction; pay all charges and fees (including bonding fees) and give all notices necessary and incident to the due and lawful prosecution of the work.

In the event that the Tribe has obtained permits, licenses, or other authorizations applicable to the work, the Contractor shall comply with the provisions of the said permits, licenses and/or other authorizations.

If the encroachment permit issued by a Governmental agency requires changes in the design of the project, the Tribe reserves the right to change the design as necessary in order to comply with the permit, which may result in an increase or decrease of quantities of contract items.

107.02 Protection and Restoration of Property and Landscape. The following is added to this subsection.

The Contractor shall be responsible for the preservation and protection of all public and private property during the construction of the project. All land monuments and property marks that have been damaged or disturbed by the Contractor shall not be moved until referenced and directed to do so. All damaged or disturbed land measurement and property marks shall be repaired or replaced as necessary.

The utilities, whether above ground or underground, have been located by visual inspection or from existing plans. The actual location of underground telephone cables, water lines, gas lines, electric cables and irrigation lines have not been verified by excavation. Due to the lack of as-built utility plans, it is possible that some existing underground utilities may not be shown on the plans. It shall be the Contractor's responsibility to verify the location of all utilities whether or not shown on the plans. The relocation of the existing utilities out of the right-of-way or construction area, unless otherwise specified in the contract, will be arranged by the Tribe prior to the start of the contract. The commencement of the contract may be delayed until all utilities are adjusted or located out of the right-of-way by the owner.

If the Contractor elects to start work prior to the relocation of the existing utilities, no compensation will be made to the Contractor for any additional cost incurred due to the existing utilities and the Contractor shall be responsible for the repair of utilities damaged by him during the construction.

When the Tribe finds, or is notified after construction has started, that the project work will have an effect on previously unidentified archaeological or historical sites or when the Contractor's

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operations encounter remains of prehistoric people's dwelling sites or artifacts, the Contractor's operation shall be suspended in the vicinity of the site until the Tribe determines the disposition of the find. No compensation will be made for suspension and/delay of construction due to archaeological or historical encounters.

During the construction, if any direct or indirect damage or injury is done by the Contractor to public or private property including utilities, the Contractor shall be responsible for repairing/restoring at the Contractor's own expense.

The Tribe reserves the right to permit the utility company to construct and/or reconstruct any utility service within the right-of-way of the project. The Contractor shall coordinate and cooperate with the utility company for construction and/or reconstruction of utilities. The Contractor will not be entitled to claim any damages other than time adjustment for delay due to such permitted work.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities and their appurtenances in their present or proposed position as shown on the plans and that no additional compensation will be allowed for any delay, inconveniences, or damages sustained or additional cost incurred by the Contractor due to existing utilities and their appurtenances.

In the event utility services are interrupted as a result of accidental breakage, the Contractor shall promptly notify the proper authority and cooperate with them until service has been restored. Work undertaken around fire hydrants shall not commence until provisions for continued service have been made and approved by the local fire authority.

Any damage to underground utilities not shown on the plan due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, shall be repaired by the Contractor, and payment will be made as determined by the Tribe.

All construction equipment used in the work shall be restricted to the area within the limits of the road right-of-way unless otherwise directed by the Tribe.

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Section 108 - PROSECUTION AND PROGRESS

This section is applicable in its entirety with the following modifications:

108.03 Determination and Extension of Contract Time. This subsection is applicable in its entirety with the following additions:

The Contractor shall pay for overtime work for the testing personnel if the Contractor wants to work beyond regular work hours. If the contractor desires to work (4) days a week (10) hour days, and the days are split, the contractor will be required to pay for the per diem of the testing personnel for the split day.

Calendar Day Contract: When the contract time is on a calendar day basis, the count of contract time shall begin on the date stated in the notice to proceed and shall continue to and include the date of completion of the work. The count of the time shall include all Saturdays, Sundays, holidays, non-work days due to normal adverse weather conditions and period during which the work is suspended by the Tribe or Contractor for the correction of conditions that are the fault of the Contractor and will exclude all calendar days during the period of authorized total suspension of the work not the fault of the Contractor and non-work day due to unusual weather conditions.

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Section 109 - MEASUREMENT AND PAYMENT

This section is applicable in its entirety with the following modifications:

109.02 (b) Contract Quantity. The following is added to this subsection.

The quantity to be paid is based on actual quantity of the material (item) delivered onto the project site not to exceed the quantity of the material (item) shown in the bid schedule, unless authorized by the Tribe.

Except for the quantity of the earthwork items, quantity of all other items shall not exceed the contract quantity of item unless otherwise requested and approved to exceed the contract quantity by the Tribe. The collection and signing of weight tickets for any material shall not construe nor constitute the acceptance or approval of the material.

The Contractor shall prepare spread charts for the aggregate base and paving mixture which shall show the quantities of the materials to be used per station and the total of the material needed for the entire project based on unit weight computed by material manufacture's latest optimum dry unit weight of ASTM 1557 for aggregate base and theoretical maximum specific gravity AASHTO T-209 for paving mixture. The spread chart shall be submitted for approval of the Tribe two (2) weeks prior to the commencement of the work. The material shall be placed on the road in accordance with the spread chart and the total quantity of material shall be placed on the road in accordance with the spread chart quantity for the entire project. Payment will be made only for authorized and accepted material. No payment will be made for any over-run quantity not indicated in the approved spread chart. The Contractor shall be responsible to assure that the quantity of the item shall not exceed the contract quantity.

If the Contractor fails to submit a spread chart or fails to receive approval of the Tribe, the Contractor shall be responsible to complete the construction of the project in accordance with the Plans and Specifications without any payment for overrun quantity of material which may be needed to complete construction of the project in accordance with the Plans and Specifications.

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DIVISION 150

PROJECT REQUIREMENTS

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Section 152 - CONSTRUCTION SURVEY AND STAKING

This section is applicable in its entirety with the following revisions:

Construction Requirements

152.04 General. The text of this subsection is revised as follows:

(a) Personnel. Provide a crew supervisor on the project whenever surveying and staking is in progress.

(b) Equipment. Furnish survey instruments and supporting equipment capable of achieving the specified tolerances.

Construction equipment controlled with a Global Positioning System (GPS) and Robotic Total Station (RTS) machine guidance system may be used in the construction of subgrade, subbase, and base aggregate courses, or other construction operations when approved.

(c) Material. Furnish acceptable tools and supplies of the type and quality suitable for highway survey work. Furnish stakes and hubs of sufficient length to provide a solid set in the ground with sufficient surface area above ground for necessary legible and durable markings.

Include staking activities in the construction schedule submitted according to Section 155. Include the dates and sequence of each staking activity. The Tribe will set horizontal and vertical control points, and will furnish the data for use in establishing control for completion of each element of the work. Data relating to horizontal and vertical alignment will be furnished.

Before beginning construction, notify the Tribe of any missing initial reference lines, control points, or stakes. The Tribe will reestablish control points and stakes missing before the beginning of construction.

Perform additional calculations for convenient use of Tribe-furnished data. Provide immediate notification of apparent errors in the initial staking or in the furnished data.

Preserve all initial reference and control points. After beginning construction, replace all destroyed or disturbed initial reference or control points necessary to the work.

Before surveying or staking, discuss and coordinate the following with the Tribe:

- (a) Surveying and staking methods;
- (b) Stake marking;
- (c) Grade control for courses of material;
- (d) Referencing;

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(e) Structure control; and

(f) Any other procedures and controls necessary for the work.

Survey and establish controls within the tolerances shown in FP-14 Table 152-1.

Prepare field notes in an approved format. Furnish all survey notes at least weekly. All field notes and supporting documentation become the property of the Tribe upon completion of the work.

Start work only after staking for the affected work is accepted.

The construction survey and staking work may be spot-checked for accuracy, and unacceptable portions of work may be rejected. Resurvey rejected work, and correct work that is not within the tolerances specified in FP-14 Table 152-1. Acceptance of the construction staking does not relieve the Contractor of responsibility for correcting errors discovered during the work and for bearing all additional costs associated with the error.

Remove and dispose of all flagging, lath, stakes, and other staking material after the project is complete.

RECORD DRAWINGS

A. Project Drawings:

1. Contractor shall maintain "as-built" or Record Drawings of all work and subcontracts, continuously as the job progresses. A separate set of prints, for this purpose only, shall be kept at the job site at all times.
2. These Record Drawings shall be kept up-to-date and may be reviewed and approved by the Tribe prior to approval of progress payments.
3. All deviations from the Construction Drawings, exact locations of permanent property markers or monuments, all utilities and services, mechanical and electrical lines, details, and other work shall be finally incorporated on this reproducible set.
4. During the course of construction, actual locations to scale shall be identified on the Record Drawings for all runs of mechanical and electrical work, including all site utilities and services, installed underground, in walls, or otherwise concealed. Deviations from the Construction Drawings shall be shown in detail. All main runs, whether piping, conduit, ductwork, culverts, manholes, inlets or drain lines shall be located, in addition, by dimension and elevation.
5. No work shall be permanently concealed until the required information has been recorded.
6. Where the Tribes drawings are not of sufficient size, scale, or detail, the Contractor shall furnish his own drawings for incorporation of details and dimensions.

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7. The Contractor shall submit the Record Drawings to the Tribe five (5) working days before the completion of construction.

B. Addenda and Change Orders:

1. Changes to the Construction Drawings shall be by the Tribe, and shall be identified by Addendum, Change Order, and effective date. Change Orders shall be substantially in the format of Attachment 19.
2. When changes to the Construction Drawings are issued by the Tribe as the basis of or along with addenda, these revised drawings shall be incorporated by the Contractor into the Record Drawings with appropriate annotation.

C. Shop Drawings:

1. One complete set of reviewed shop drawings, including manufacturer's printed catalog cuts and data, shall be collected and maintained by the Contractor for record purposes.
2. Shop drawings shall be filed and maintained by the Contractor, separate from project drawings. Shop drawings shall be filed in 3-ring binders with drawings folded to fit heavy duty top loading clear view sheet protectors to the greatest extent possible and shall be indexed in accordance with the FP-14 Specification Division Format.
3. Shop drawings shall be delivered by the Contractor in new paperboard boxes manufactured specifically for the storage of file folders. Boxes shall have covers and cutout handles and shall be accurately identified as to the contents.

D. Record Survey Drawings

1. The Contractor shall be responsible for the preparation and submittal, the Record Survey Drawings, and certification letter as described below, for review and approval by the Tribe.
2. Provide to the Tribe hard copy drawing sheet (24" x36") for each record drawing. Prior to submittal to hard copy drawing sheets the contractor shall submit AutoCAD files with surfaces for each layer for Tribal approval. The hard copy set shall be sealed by the Surveyor. Sheets subsequent to the prepared subgrade shall contain in tabular format the prepared subgrade record elevation (or other layer record elevation), then current layer design and record elevation and actual thickness. Drawing sheets shall be considered are as follows:
 - a. Existing Grade - prior to start of earthwork
 - b. Bottom of Prepared Subexcavation
 - c. Top of Prepared Subgrade

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- d. Top Aggregate Base
 - e. Finish Grade
3. Submit a letter certifying that the earthwork layers are within specified grading tolerances and meet or exceed specified thickness shall be prepared, sealed by a licensed Surveyor, and accompany the record survey drawing submittal.
 4. Prepare and submit Final Grade Record Survey Drawing showing all inverts elevations, culverts, drainage inlets, ditches, riprap, signage, sidewalks, curb & gutter, ADA ramps, stripping, control points, limits of disturbance, and limit of hydroseeding.
 5. All AutoCAD files shall have break lines, limits of material placed defined, contours, surfaces built for each construction layer, separate layers for each item, each layer identified and point file.
 6. Provide Survey data points in Excel and in AutoCAD as point file. Survey points shall have point number, northing, easting, elevation, and description.

152.05 Survey & Staking Requirements. The text of this subsection is revised as follows:

The Contractor shall perform the following work in accordance with the contract specifications if the contract contains a pay item for construction survey and staking.

- (c) **Original ground topo verification.** Use an approved method to regenerate cross-section data in areas where theoretical and actual ground elevations do not meet a tolerance of plus or minus 0.1 feet. Retake cross-sections to verify existing ground topography to mapping. Submit cross-sections or 3D data in electronic and printed format for approval. Reduce cross-sections to horizontal and vertical distances from centerline.

Retake cross-section 10 feet beyond catch points to verify existing ground topography.

Original grade topography is to incorporate a minimum of a 100 feet perpendicular to the centerline of the roadway on each side.

Take roadway cross-sections normal to centerline on 50 foot stations. When the centerline curve radius is less than or equal to 500 feet, take cross-sections at a maximum centerline spacing of 25 feet. When the centerline curve radius is greater than 500 feet, take cross-sections at a maximum centerline spacing of 50 feet. Take additional cross-sections at significant breaks in topography and at changes in the typical section. Along each cross-section, measure and record points at breaks in topography, but no further apart than 20 feet. Measure and record points to at least the

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anticipated slope stake and reference locations. Reduce all cross-section distances to horizontal distances from centerline.

Upon removal of existing asphalt & aggregate base, completion of the subgrade, placement of subgrade material, aggregate base, and asphalt concrete the Contractor will take a centerline and cross-section profile and submit them to the Tribe for review and approval of the finished subgrade prior to placement of the Aggregate Base and Aggregate Base prior to placement of AC. Failure to submit the finished subgrade profile may result in rejection of the earthwork and staking work.

- (d) **Slope stakes and references.** Set slope stakes and references on both sides of centerline at the cross-section locations for new road construction and new road widening sections. Establish slope stakes in the field as the actual point of intersection of the design roadway slope with the natural ground line. Set slope stake references outside the clearing limits. Include all reference point and slope stake information on the reference stakes. When initial references are provided, slope stakes may be set from these points with verification of the slope stake location with field measurements. Recatch slope stakes on any section that does not match the staking report within the tolerances established in FP-14 Table 152-1. Take roadway cross-section data between centerline and the new slope stake location. Set additional references even when initial references are provided.
- (e) **Clearing and grubbing limits.** Set clearing and grubbing limits on both sides of centerline at roadway cross-section locations for new road construction and new road widening.
- (f) **Grade finishing stakes.** Set grade finishing offset stakes, for grade elevations and horizontal alignment, on centerline and on each shoulder or curb as applicable at roadway cross-section locations.

Where turnouts are constructed, set stakes on the shoulder of the turnout. In parking areas, set hubs along the edges of the parking area. Set stakes in all ditches to be paved.

The maximum longitudinal spacing between stakes is 25 feet on station.

- (m) **Restoration of Property Corner Monument.** The Contractor shall re-establish (reset) the property corner monuments or right-of-way monuments that may have been disturbed or lost during the construction due to the fill or cut extended beyond the project right-of-way into the project construction easement. Monuments shall be reset by a California registered professional land surveyor with documentation provided to the Tribe and the County as appropriate.
- (n) **Earthwork Quantities:** Perform quantity calculations between original cross-sections and bottom of removal of existing asphalt & aggregate base, bottom of removal of existing asphalt & aggregate base and subgrade, subgrade and bottom aggregate base, bottom of aggregate base and bottom of finished asphalt concrete,

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and top of aggregate base and top of asphalt concrete for road construction. Perform quantity calculations between initial and final cross sections for borrow and waste sites. Provide quantity calculations in a format acceptable by the Tribe.

152.06 Payment - The text of this subsection is revised as follows:

The accepted quantities, as provided above, will be paid at the contract price per unit of measurement for the Section 152 pay items listed in the bid schedule. Payment will be full compensation for the work and materials prescribed in this Section. See Subsection 109.05.

Payment for lump sum items will be prorated based on the total work completed.

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Section 154 - CONTRACTOR SAMPLING AND TESTING

This section is applicable with the following revisions:

Description

154.01 This subsection is revised as follows:

This work consists of sampling and testing of materials delivered onto the project for the Tribe's quality control and may be for acceptance testing. The Tribe will be performing sampling and testing. Sampling and testing shall be performed in accordance with the minimum sampling and testing for quality control attached to FP-14 Subsection 106.05, Table 106-3.

In the event the Contractor has a failing test in the field it will be the Contractor responsibility to pay for additional re-testing lab costs to correct the issue to the Tribe.

Construction Requirements

154.04 Testing. This subsection is revised as follows:

Unless otherwise specified, testing shall be performed by an independent certified testing laboratory hired by the Tribe. Testing shall be in accordance with the AASHTO or ASTM or other methods recognized by the National Technical Association or methods approved by the Tribe. The Tribe shall perform all sampling and testing (including standard density for subgrade, base and borrow material and field density on subgrade, base and paving) for all material used by the Contractor on the project in accordance with minimum sampling and testing for quality control attached herein to FP14, modifications of FP-14 and FP-14 Subsection 106.05, Table 106-3.

The Contractor shall allow the Tribe to access to all materials for testing.

154.06 Acceptance. Applicable in its entirety with the following revision:

In the first sentence, replace "will" with "may".

Measurement

154.07 The following is added to this subsection.

No measurements will be made for Construction Testing.

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Payment

154.08 The text of this subsection is revised as follows:

No payment will be made for soil Construction Testing.

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Section 156 - PUBLIC TRAFFIC

This section is applicable in its entirety with the following revisions:

Construction Requirements

156.05 Maintaining Roadway Work. The following is added:

For purposes of facilitating traffic, the Contractor will be allowed to close Spring Ridge Road from Wada Street to Numa Road during construction. The contractor shall submit plans for Temporary Traffic Control to the Tribe for review and approval. See Section 63501 Temporary Traffic Control.

Measurement and Payment

156.11. This subsection is revised as follows:

No measurement of the work will be taken for payment. The payment for the work will be under Pay Item 63501 Temporary Traffic Control.

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SECTION 157 - SOIL EROSION CONTROL

This section is applicable in its entirety with the following modifications:

Description

157.01 This work consists of furnishing, constructing and maintaining permanent and temporary erosion control during the contract time in accordance with contract plans and specifications.

157.05 The following is added to this subsection.

Temporary erosion control shall consist of labor and materials selected by the contractor to ensure protection of disturbed and stockpile areas from erosion during the construction project. Any re-grading or replacement of material due to erosion during the course of the project will be at the contractor own expense.

Permanent erosion control shall consist of track walking all disturbed areas prior to the installation hydroseed and straw. Hydroseeding shall extend a minimum of 10 feet beyond disturbed areas.

Hydroseed material shall conform to Standard Specifications (Caltrans), 2010 - Section 21 Erosion Control unless specified different. Hydroseed seed mixtures shall be submitted and approved by the Tribe prior to placement or purchase. A minimum of four (4) components of seed shall make up the matrix with no more than one component making up more than 1/3 of the total weight. Hydroseed shall contain fertilizer, fiber, and bonded fiber matrix tackifier.

Seed mixture shall consist of local seeds native to the area. Seed shall consist of quality that has a minimum pure live seed content of 80% (percent purity times percent germination). Weed seed shall not exceed 0.05% by weight of the total mixture. Wet moldy, insect-infested or otherwise damaged seed will be rejected.

Fertilizer shall be granular, commercial grade, free flowing, uniform in composting and conforming to CID A-A1909. Fertilizer shall consist of nitrogen-phosphorous-potassium ratio of approximately (16-24-12) with a slow-release of nitrogen component.

Application Rate

Wood Fiber: 1,500 lbs per acre

Seed Mix: 60 lbs per acre

Fertilizer: 335 lbs per acre

Tackifier: 120 lbs per acre

Straw: 2,000 lbs per acre.

Measurement

157.17 No measurements will be made for soil erosion control.

Lump Sum

156.12. 157.18 This subsection is revised as follows:

Payment will be made for permanent and temporary of soil erosion control work during the contract time. The payment will be full compensation for construction of erosion control as necessary which includes labor, material, equipment and other (incidental) work associated to construction and maintenance of soil erosion control. Payment will include any re-grading or replacement of material due to erosion during the course of the project prior to placement of permanent erosion control.

Progress payments for erosion control measures or devices will be paid as follows:

- (a) 25 percent of the pay item amount will be paid upon installation.
- (b) An additional 50 percent of the pay item amount will be prorated based on total work complete.
- (c) The remaining portion of the pay item amount will be paid when the temporary erosion control measure is removed from the project or at final acceptance.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
15701	Soil Erosion Control	Lump sum

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Section 158 - WATERING FOR DUST CONTROL

This section is applicable in its entirety with the following revisions:

Description

158.01 Add the following to this subsection.

This work shall consist of developing an adequate water supply, hauling and applying water required to control the dust caused by the Contractor's operations and the traveling public on the roadway, in the amounts and at the locations designated in the contract or by the Tribe. No payment will be made for water used for purposes of dust control and other purposes.

No arrangements will be made for use of water required for construction of the project. The Contractor shall acquire his own sources and obtain the necessary permits as stipulated under Section 107.01.

The Contractor may be required to obtain a user's permit from the local authorities if he elects to use water from a local source.

Construction Requirements

158.03 General. Add the following to this subsection.

The use of spray bars and adequate pressure pumps on all sprinkling equipment will be required. The use of gravity flow bars and splash plates will not be permitted.

Measurements

158.05 Delete this subsection in its entirety.

Payment

158.06 Delete this subsection and substitute the following:

No direct payment shall be made for watering. Work requiring watering shall be considered as incidental to the Roadway Excavation Item 20401 or Select Borrow Item 20410.

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DIVISION 200

EARTHWORK

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Section 201 - CLEARING AND GRUBBING

This section is applicable in its entirety with the following modifications:

Description

Construction Requirements

201.03 General. The following is added to this subsection.

Diameter and number of trees shown in the plans are approximate, some trees might have been shown in the plans which may be required to be removed or trimmed by the Contractor. It is the Contractors responsibility to perform a site inspection and determine the type and number of trees which need to be removed prior to bidding the project. No adjustment in payment for clearing and grubbing will be made regardless of the increase or decrease of clearing and grubbing due to the addition or deletion of trees or brush for removal within the area specified for clearing and grubbing.

201.05 Grubbing. This subsection is revised as follows:

The Contractor shall grub deep, up to 6 feet as necessary to remove stumps, roots, buried logs, moss, trees or other vegetative debris as follows:

- (b) Remove all stumps, regardless if undisturbed, protruding or not.

201.06 Disposal. This subsection is revised as follows:

Disposal of clearing and grubbing is the Contractor's responsibility. Material from clearing and grubbing shall be disposed and transported off site and shall not be stockpiled with other material.

Section 203 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

This section is applicable in its entirety with the following modifications:

203.04 The following is added to this subsection.

Asphalt and road base removed from the existing roadway shall be stockpiled onsite for use as subgrade material. The existing asphalt shall be ground to a minimum of 6 inches in diameter. The existing asphalt and aggregate base will be stockpiled in two (2) separate stockpiles (one stockpile asphalt concrete & one stockpile aggregate base) and will not be comingled with other stockpiles. The contractor shall not mix subgrade material with aggregate base during excavation. The existing stockpiled ground asphalt and road base shall be used as subgrade material under the new aggregate base in the roadway. The contractor will utilize the existing stockpiled ground asphalt and road base prior to using onsite roadway excavation or import borrow material for subgrade. Sufficient amount of the existing stockpiled aggregate base shall be reserved for edge of roadway shoulder as directed by the Tribe.

In the event excess stockpiled material is not used the contractor will be required to dispose of excess stockpile material in accordance with Section 203.05.

Measurement

203.07 The following is added to this subsection.

When the bid schedule does not include pay items for removal of structures and obstructions as set out in this subsection, no direct payment will be made for this work except as follows:

Where the Tribe orders the complete removal of a culvert, all or a portion of which might normally be left in place and plugged as provided in this subsection, the total excavation required for the complete removal will be paid for under Item 20401, Roadway Excavation, to the lines and grades staked by the Tribe.

Payment

203.08 The text of this subsection is substituted with the following:

Authorized and accepted quantities will be paid for at contract price per unit of measurement listed in the bid schedule. The price and payment will be full compensation for the work, equipment, transportation, grinding, stockpiling, and disposal prescribed in this section. No payment will be made for replacement of grinder teeth due to excess hardness of material or unmarked obstacles.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
20301	Removal of Asphalt & AB	Square Yard
20302	Saw Cutting Pavement	Linear Foot

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Section 204 - EXCAVATION AND EMBANKMENT

This section is applicable in its entirety except for the following revisions:

Construction Requirements

204.06 Roadway Excavation. The following is added to this subsection.

Roadway excavation shall consist of all excavation necessary in the grading and construction of the roadways, sidewalks, bike lanes, parking areas, and/or parking lots, driveways, intersections, benching, and ditches regardless of the nature or characteristic of materials (including rock that may require blasting) encountered during the construction. The work shall include the removal of unsuitable material from the road and beneath embankment areas and the excavation of selected material within the right-of-way of the project and conserved as ordered by the Tribe for the specific use in the work. Excavated excess material unsuitable for use of embankment, including rock, asphalt concrete material, concrete, shall be disposed of by the Contractor in accordance with Federal and State regulations and laws. Asphalt material may be considered hazardous waste. Furnish copies of the disposal permits.

The Contractor shall stockpile excess roadway excavation at the designated area shown on the plans. The Contractor shall not commingle stockpiles of roadway excavation with other stock piles on site or stockpiles from Section 203.

204.07 Subexcavation. The text of this subsection is substituted with the following:

Subexcavate material to the limits designated by the Tribe. Subexcavated material is the removal of high plasticity clays below the subgrade. Take cross-sections according to Section 152. Prevent subexcavated material from becoming mixed with the backfill or stockpiled material. Disposal and transportation of subexcavated material will be the contractor responsibility. The subexcavation shall be backfilled with the existing ground asphalt or existing aggregate base prior the placement of suitable roadway excavation material. Compact the material according to Subsection 204.11.

204.08 Borrow Excavation. The following is added to this subsection.

The Contractor may be required to obtain a permit for hauling borrow as well as placing signs at the entrance to or exits from the borrow area. This work, if necessary, will be considered incidental to the borrow item and no separate payment will be made. No borrow excavation shall be performed until all suitable roadway excavation is used and authorized by the Tribe. All excess borrow excavation shall be deducted from the appropriate borrow excavation quantity.

Borrow will consist of material obtained from sources provided by the Contractor with the approval of the Tribe unless otherwise specified in the contract. The material shall meet the following gradation and quality requirements:

1. The material shall be free from detrimental quantities of organic materials; such as, leaves, grass, roots and sewage.
2. Material obtained from out of the borrow area shall conform to requirements of AASHTO M 145-91 (2012) subgroup A-2-4. The material shall not have more than 35 percent passing a No. 200 sieve and shall not have a liquid limit and plastic index more than 40 and 10 respectively. The material must consist of sand and gravel with low-plasticity silt lines.
3. Density Requirements. Density percentage requirements may be specified in terms of T-180, provided the resultant density and optimum moisture content are comparable with T-99 under the above conditions.
4. Methods of Testing. Methods of testing materials for embankments and subgrade shall be in accordance with the following standard methods of the American Association of State Highway and Transportation Officials:

Compaction and Density	
5.5-lb. Hammer	T-99
10-lb. Hammer	T-180
Density and Moisture of Soil in Place	T-191, T-204, T-205, T-214, T-233, T-238, T-239
Mechanical Analysis of Soil	T-88
Liquid Limit of Soil	T-89
Plastic Limit and Plastic Index	T-90

204.10 Embankment Construction. This subsection is applicable in its entirety with the following additions:

When the embankment is being placed upon an existing road, the existing surface shall be scarified to such a degree as will provide ample bond between old and new material. Existing roadway fill slopes or other areas of sloping ground upon which new fills are to be constructed shall be plowed, benched, or stepped to provide a surface for the operation of machinery, water, and compaction equipment in placing new material in horizontal layers to provide a bond between old and new material and to remove vegetation.

Where existing ground surface is not otherwise disturbed, all stump holes and similar depressions shall be filled with earth and compacted to a minimum 98% of standard density prior to placing the embankment.

When shown on the plans, the top 6 inches of the existing ground shall be compacted to the same degree as the material which is placed thereon. Sufficient equipment shall be operated to produce compaction satisfactory to the Tribe, over the entire area of each layer of material.

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The embankment construction shall include the placing and compacting of approved material within the roadway area where unsuitable material has been removed and placed, compacting of embankment material in holes, pits, and other depressions within the roadways. Material to fill in areas of subexcavation shall be stockpiled of existing asphalt and aggregate base prior to the placement of roadway excavation materials.

Measurement

204.16 This subsection is applicable in its entirety.

(a) Roadway Excavation. This subsection is revised as follows:

The excavated material will be measured and paid on the basis of plan quantity or the final measurements resulting from cross sectioning prior to and after performance of earthwork of the project as determined by the Tribe. The contractor shall not include the volume of removal of Asphalt and Aggregate Base from Section 203.

b) Unclassified Borrow, Select Borrow and Select Topping. This subsection added as follows:

The borrow material will be measured and paid on the basis of plan quantity or final measurements resulting from cross-sectioning of the borrow area prior to and after the completion of borrow excavation. The Tribe may use design cross-section of the road for compacting earthwork performed by the Contractor.

(c) Embankment Construction. This subsection added as follows:

The Embankment Construction material will be measured and paid on the basis of plan quantity or the final measurements resulting from cross sectioning prior to and after performance of earthwork of the project as determined by the Tribe.

(g) Subexcavation. This subsection added as follows:

The subexcavated material will be measured and paid on the basis of plan quantity or the final measurements resulting from cross sectioning prior to and after performance of earthwork of the project as determined by the Tribe.

(h) Ditches & Side Slope. This subsection added as follows:

Ditches & Side Slope excavation and grading will be measured by the linear foot along the center line of the roadway. Measurement should not include box culvert aprons lengths.

Payment

204.17 The accepted quantities determined as provided above, will be paid for at the contract unit price, respectively, for each of the particular pay items listed below that is shown in the bid schedule, which prices and payment will be full compensation for the work prescribed in this section. No measurement or payment will be made for excavation below the subgrade (designed) but considered paid under other items. With the exception of subexcavation material

of high plasticity clay material. No payment will be made for rock blasting performed for road excavation but considered paid under Item 20401, Roadway Excavation. No extra payment will be made for rock encountered in road or ditch excavation. No additional payment will be made for the transport, stockpile or disposal of subexcavation material. No additional payment will be made for transport and stockpiling of excess roadway excavation. No additional payment will be made for the transporting, stockpiling and disposal of unsuitable material from roadway excavation. Upon completion of the earthwork, no more than 90% of contract quantity will be paid. No payment will be made for full quantity of item until the final quantity is determined by the Tribe based on the cross-sections before and after the completion of the earthwork and receipt of all necessary test results for subgrade and cross-section & earth calculation.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
20401	Roadway Excavation	Cubic yard
20402	Subexcavation	Cubic Yard
20403	Unclassified Borrow	Cubic Yard
20404	Embankment Construction	Cubic Yard
20405	Ditches & Side Slope	Linear Foot

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Section 207 - GEOTEXTILE AND GEOCOMPOSITE DRAIN MATERIAL

Description

207.01 This subsection is substituted with the following:

This work consists of furnishing and placing a geotextile as a permeable separator, stabilizer, or permanent erosion control measure.

Material

207.02 This subsection is substituted with the following

SUBMITTALS

- E. The Contractor shall submit geotextile samples, Manufacturer's specifications, and a complete description of geotextile fabric and thread proposed for use to the Tribe for review in accordance with Section 106, a maximum of fifteen (15) calendar days after Notice of Award.
- F. The Contractor shall submit the Manufacturer's specifications, and quality control certificates to the Tribe for review in accordance with Section 106. The submittal shall include a certification that geotextile fabric and thread materials meet or exceed parameters provided in this Section and as shown on the Construction Drawings. The Contractor shall obtain the Tribes acceptance of applicable submittals before geotextile shipment.
- G. The Contractor shall furnish written instructions from the Manufacturer for storage and handling of the geotextile a minimum of seven (7) work days prior to geotextile shipment.

PRODUCTS

GEOTEXTILE

- A. 8 oz Geotextile Separator (Non-Woven)
 - 1. Products comprised of non-woven, continuous-filament polypropylene or polyester fabric that maintains its structure during handling, placement, and long-term service.
 - 2. The product must be resistant to soil chemicals.
 - 3. New product made from virgin materials.
 - 4. The geotextiles shall be manufactured in North America, unless otherwise approved in writing by the Tribe.

5. Conforming to the following minimum average roll values shown in Manufacturer Source Quality Control Section of these geotextile specifications.

MANUFACTURER SOURCE QUALITY CONTROL

- A. The Contractor shall ensure that the manufacture quality control tests have been performed on the geotextiles, at minimum frequencies 1 per 11,000 square yards, and that the specified minimum average roll value (MARV) requirements were achieved at the manufacturer's facility.

Table 207-1
Geotextile Separator (Non-woven) Minimum Average Roll Value (MARV)
Property Values

Property	Test Designation	Acceptance Requirement
Mass per Unit Area	ASTM D5261-10	≥ 8.0 oz/yd ²
Grab Tensile Strength ¹	ASTM D4632	≥ 205 lbs
Grab Tensile Elongation ²	ASTM D4632	≥ 50%
Trapezoid Tear ¹	ASTM D4533	≥ 95 lbs
Puncture Resistance	ASTM D4833	≥ 100 lbs
Apparent Opening Size (AOS)	ASTM D4751	≤ 0.18 mm
UV Resistance	ASTM D4355	70% strength at 500 hours
Permittivity	ASTM D4491	≥ 1.1 sec ⁻¹

¹ Measured in weakest direction.

² Measured in direction of lower elongation.

³ Provide certification and test results. Test results may be for geotextile type, in lieu of actual product shipped.

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- B. The Contractor shall provide the Tribe with quality control certificates from the Manufacturer for each lot and each shift's production of geotextile. The quality control certificates shall include:
 - 1. Roll numbers and identification.
 - 2. Sampling procedures.
 - 3. Results of quality control tests, including a description of test methods used.

SEAMS AND OVERLAPS

- A. Seam geotextile by sewing or heat bonding. Geotextiles shall be overlapped 24 inches at the ends and 12 inches on sides prior to seaming. The Installer shall not seam horizontally on slopes greater than 10 horizontal to 1 vertical (i.e., seam up and down, not across slopes). Geotextiles placed on the side slopes can be seamed by heat bonding.
- B. The Contractor shall ensure that no soil materials are present within the seams.
- C. Polymeric thread with chemical resistance properties equal to or exceeding those of the geotextile, shall be used if the geotextile is joined by sewing. The geotextile shall be sewn with a 401 two-thread chain stitch, with a minimum of 4 stitches per inch or Tribe-approved equivalent.

REPAIRS

- A. Holes or tears in geotextiles shall be repaired as follows:
 - 1. On 10 horizontal to 1 vertical (10:1) or steeper slopes: patch from the same geotextile material and continuously sew or heat bond in place.
 - 2. Remove all sheets with tears exceeding 20 percent of the roll width and replace with new material.
 - 3. On slopes flatter than 10:1 patch from the same geotextile material, spot-seam in place with a minimum overlap of 24 inches in all directions.
- B. Remove soil and other material which may have penetrated through the torn geotextile before repairing.

207.04 Geotextile and Geogrid Separation and Stabilization Applications. Remove the following and see above for seaming and overlaps:

~~Overlap at least 24 inches (600 millimeters) at the ends and sides of adjoining sheets or sew the joints according to the manufacturer's recommendations.~~

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207.05 Reinforcement Geotextile and Geogrid (Under Riprap). The text of this subsection is substituted with the following: See section 207.04:

207.08 Acceptance. This subsection is substituted with the following:

Material for earthwork geotextile will be evaluated under Subsections 106.02, 106.03, and with 207.02.

Earthwork geotextile installation will be evaluated under Subsections 106.02 and 106.04.

EVALUATION PROCEDURES

Geotextile will be evaluated under Subsection 106.03. Furnish a commercial certification including the name of the manufacturer, product name, style number, chemical composition of the filaments or yarns, and other pertinent information to fully describe the geotextile.

When samples are required, remove a 3-foot long, full-width sample from beyond the first outer wrap of the roll. Label the sample with the lot and batch number, date of sampling, project number, item number, manufacturer, and product name.

In addition, when geotextile joints are sewn, submit the seam assembly description and a sample of the sewn material. This description shall include the seam type, seam allowance, stitch type, sewing thread tex ticket number(s) and type(s), stitch density, and stitch gauge. If the production seams are sewn in both the machine and crossmachine directions, provide sample sewn seams that are oriented in both the machine and cross-machine directions. Furnish a sewn sample that has at least 6 feet of sewn seam and is at least 4.5 feet wide. Sew the sample seams with the same equipment and procedures that are used to sew the production seams. For seams sewn on-site, conform to the manufacturer's recommendations. Obtain approval of the seam before installation.

Measurement

207.09 The text of this subsection is substituted with the following:

Measure the Section 207 items listed in the bid schedule according to Subsection 109.02 and the following as applicable. Measurement shall exclude additional material for seam overlaps.

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DIVISION 250

SLOPE REINFORCEMENT AND RETAINING WALLS

Section 251 - RIPRAP

This section is applicable in its entirety except for the following revisions:

Material

251.02 The text of this subsection is substituted with the following:

Conform to the following Subsection:

Geotextile	207
Riprap rock	705.02

Measurement

251.08 The text of this subsection is substituted with the following:

Measure the Section 251 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Measure riprap by the linear foot in place for installation of ditches and side slopes. Measurement shall be made along the centerline of the road alignment and shall not include box culvert apron areas.

Measure riprap by the cubic yard for box culvert inlet and outlet aprons.

Payment

251.09 The text of this subsection is substituted with the following:

The accepted quantities will be paid at the contract price per unit of measurement for the Section 251 is listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
25101	Riprap Class 2	Linear Foot
25102	Riprap Class 3	Cubic Yard

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DIVISION 300

AGGREGATE COURSES

Section 301 – UNTREATED AGGREGATE COURSES

This section is applicable in its entirety with the following revisions:

Description

301.01 This sub-section is revised as follows:

This work shall consist of constructing one or more courses of aggregate on the prepared surface or sub-grade in accordance with these specifications, lines, grades, thickness and typical cross-section shown on the plan or established by the Tribe. This previously constructed roadway is to be graveled or paved for use on shoulder as backfill material.

Material

301.02 The text of this sub-section is deleted and the following substituted:

The water shall conform to Sub-section 725.01 of FP-14. The aggregate shall meet the following requirements. Aggregate shall consist of hard, durable particles or fragments of crushed stone or crushed gravel. Materials that break up when alternatively frozen and thawed or wetted and dried shall not be used. Coarse aggregate is the material retained on 10 sieve. Fine aggregate is the material passing the 10 sieve.

Material shall be free from vegetable matter and other deleterious substances, and shall be of such nature that can be compacted readily under watering and rolling to form a firm, stable base. The Tribe shall perform standard density and other quality control tests. The Contractor shall also establish target gradation value for appropriate sieve within the range shown in the following table, 703-3 Gradation Target Value Range for Base Aggregate, and shall submit these values at least two (2) weeks prior to the beginning of this activity for review and approval by the Tribe. The Base aggregate will not be paid for if the Contractor fails to submit Gradation Target Value and fails to receive approval of the target value from the Tribe in accordance with this section.

**TABLE 703 - 3 –
GRADATION TARGET VALUE RANGE FOR BASE AGGREGATE
GRADATION RANGE FOR TARGET (CALTRANS 2010)**

Sieve Designation (Sieve Size) Mesh Sieve	Allowable Deviation (D) From Target	(Percent by Weight) Passing Square
1"	0	100
¾"	3	90-100
No.4	5	35-60
No.30	5	10-30
No.200	2	2-9

QUALITY REQUIREMENTS

<u>Tests</u>	<u>Test Method</u>	<u>Requirements</u>
Sand Equivalent	AASHTO T-176	22 Minimum
R-Value	AASHTO T-190	78 Minimum
Durability Index	CA 229, AASHTO T-210	35 Minimum

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CONSTRUCTION REQUIREMENTS

301.04 Mixing and Spreading. The following is added to this sub-section.

The Contractor shall prepare a spread chart and submit to the Tribe two weeks prior to commencement of the work for approval. The aggregate base shall be placed in layers not to exceed 6". When more than one layer is required, each layer shall be shaped and compacted more than 95% of maximum density determined in accordance with AASHTO T-180 Method D or other approved method by NTA (National Technical Association) before the succeeding layer is placed.

301.05 Compacting. The following is added to this sub-section.

The Tribe shall, during the progress of the work, perform in-place field density tests of the compacted base or sub-base material on each layer as directed by the Tribe in accordance with AASHTO T-238, T-239, or other approved methods including the use of a properly calibrated nuclear testing device. If such tests indicate that the specified density and moisture conditions have not been attained, the Contractor shall perform additional work as may be necessary to attain the specified condition. The aggregate shall be compacted with steel or pneumatic rollers.

301.08 Acceptance. The following is added to this sub-section.

Acceptance samples will be random and will be taken from each lot in accordance with Sub-section 106.01. The lot pay factor for aggregate gradation will be determined based on Category II quality characteristic by evaluating the test results from random samples in accordance with Sub-section 106.05, Statistical Evaluation of Materials for Acceptance.

The aggregate will be sampled and tested for acceptance in lots equal to the number of tons produced and placed each production day. A minimum of five (5) samples will be taken from the lot. Acceptance of the aggregate for use under Section 301 will be based on the quality level analysis of material computed based on the test results in accordance with Sub-section 106.05.

If the lot fails to qualify for at least a 0.75 pay factor in accordance with Sub-section 106.05, the Tribe may reject the lot. If the Tribe allows the material to remain in place, it will be paid for at a pay factor of 0.70. The Contractor may elect to voluntarily remove any defective lot at its own expense and replace it with non-defective material or correct the defective lot by adjusting gradation of aggregate to avoid a pay factor of less than 1.00. Any such new material will be sampled and accepted in accordance with this sub-section. Acceptance samples for the aggregate gradation shall be taken from the roadway unless otherwise directed in writing by the Tribe. The Tribe shall perform all sampling and testing, necessary to assure quality control of the materials. The Tribe may perform splitting of samples to allow verification of the Contractors test results by an independent materials laboratory.

The Tribe shall provide a qualified testing technician, all laboratory facilities, equipment and necessary testing chemicals to perform gradation tests on the aggregate acceptance samples. Testing and testing equipment shall be in accordance with the requirements of AASHTO T-27. The testing technician shall be proficient in aggregate testing and be familiar with the AASHTO testing procedures. The Tribe reserves the right to supervise testing performed by the Contractor. The Tribe shall record and report the test on forms.

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Measurement

301.09 The following is added to this sub-section.

The Tribe will verify conformity with the nominal thickness specified in the contract by checking the course thickness at randomly selected test holes at intervals of 300'. At least seventy-five (75) % of all covered areas shall equal or exceed the required thickness and no area shall vary by more than ¼". Additional test holes may be required to identify the limit of non-conforming areas. The Contractor, at its own expense, shall correct non-conforming areas to the satisfaction of the Tribe. The digging, refilling, and compacting of these test holes shall be performed by the Contractor, at its own expense under supervision of the Tribe.

Payment

301.10 The text of this sub-section is deleted and the following is substituted:

Payment will be made at contract unit price only for the authorized and accepted quantities computed based on weight tickets received and signed by the Tribe representative during the construction of the project. The price and payment will be full compensation for the work of this section. Payment for over-run quantities will not be made unless it has been approved by the Tribe through a contract modification. The collection and signing of weight tickets shall not either constitute or construe acceptance or approval of over-run quantities.

No payment will be made for base aggregate for which statistical analysis has not been performed by the Tribe. This line item shall only be paid at 70% during contract performance. Once Tribe has performed the statistical analysis and if has been determined acceptable, Tribe will authorize payment for remaining 30%.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
30101	Aggregate Base – ¾" Class II	Ton

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DIVISION 400

ASPHALT PAVEMENTS

AND

SURFACE TREATMENTS

Section 403 - HOT ASPHALTIC CONCRETE PAVEMENT

This section is applicable in its entirety except for the following revisions:

Description

403.01. This sub-section is revised as follows:

This work consists of constructing one or more courses of hot asphalt concrete pavement. Hot asphalt concrete pavement smoothness type is designated as shown in Section 401.16 of FP-14. Asphalt binder is designated as shown in AASHTO M 20, M 226 or AASHTO MP 320.

403.03 Composition of Mixtures (Job-Mix Formula). The text of this sub-section is deleted and the following substituted:

The bituminous mixture shall be composed of a mixture of crushed stone or gravel and asphalt cement, plus any additives which may be required. It is the Contractor's responsibility to ensure that in addition to the aggregate gradation requirements, the produced material shall provide an asphaltic concrete mixture that conforms to design parameters listed in this sub-section.

At least two (2) weeks prior to commencement of paving work of the project, the Contractor shall submit in writing a job-mix formula for each mixture supported by laboratory test data along with samples and sources of components and viscosity-temperature relationships information to the Tribe for approval. No payment will be made for AC mixture used on the projects for which the job mix formula has not been approved. Each job mix formula and its component shall conform to the following requirement.

(a) Target value of aggregate gradation & AC content:

The Contractor shall provide definite target values for aggregate to be added into mixture within the range shown below in Table 703-4 based on the total weight of the mixture. The percentage of aggregate passing each specified sieve shall be based on the dry weight of the aggregate.

**TABLE 703-4
GRADATION AND ASPHALT
RANGE FOR TARGET VALUE (CALTRANS 2010)**

Sieve Designation Sieve Size Mesh Sieve	(Percent by Weight) Passing Square	Allowable Deviation (D) From Target
3/4"	100	0
1/2"	95 - 99	6
3/8"	75 - 95	6
No. 4	55 - 66	7
No. 8	38 - 49	5
No. 30	15 - 27	4
No.200	2 - 8	2
Asphalt Content (4% Maximum Air Voids)	5 - 7%	2

(b) Quality of Aggregate.

Coarse aggregate shall be crushed stone, crushed slag or crushed gravel. Fine aggregate shall consist of natural sand, stone screening, slag screening or combination thereof. All aggregates shall be clean and free from decomposed materials, organic material and other deleterious substances. Coarse aggregate is material retained on the No. 4 sieve; fine aggregate is material passing the No. 4 sieve. The aggregate gradation target value and asphalt content target value shall be within the range shown on above Table 703.4. The combined aggregate shall conform to the following quality requirements prior to the addition of the asphalt.

Percentage of Crushed Particles		
Coarse Aggregate (Min.)	CalTrans 205	25%
Fine aggregate (passing No. 4 & Retained on No. 8 sieve) (Min)		20%
Los Angeles Abrasion (Max) or Los Angeles Rattler	AASHTO T-96	50%
Loss at 100 & 500 Rev. (Max.)	CalTrans 211	50%
Sand Equivalent (Min.)	CalTrans 217	42%
Durability Index (Min.)	AASHTO 210	35

(c) Bituminous Materials. The Bituminous material shall conform to the following quality:

Bituminous material shall meet the requirements of Sub-sections 702.01 and 702.04 and shall be asphalt binder, Performance Grade 64-28 as per Table 632.1, CalTrans Highway Design Manual. This grade may be changed one step by Contractor with approval from the Tribe. Prior to Tribe approval of new performance grade the Contractor shall submit new unit cost savings. The percentage of bituminous material, by weight, to be added to the aggregate shall be between 5% and 7% of weight of the bituminous mixture. The exact percentage to be used, with an allowable deviation indicated in the contract specifications, will be fixed by the Tribe based on mix design. If the bituminous content is out of the specifications, the mixture will be accepted and paid in accordance with Sub-section 106.05, Statistical Evaluation of Material for Acceptance.

A heat stable anti-strip additive, if required, shall be equivalent to ACRA-500 or Pavebond LB. The anti-strip agent shall be metered into the asphalt cement transfer lines at a bulk terminal or mixing plant and shall be injected for at least 80% of the transfer or mixing time to obtain uniformity. Application temperatures shall conform to Sub-section 702.04 for the material specified.

(d) Mineral Filler. The Contractor shall provide the type and percentage of the mineral filler to be used, if needed.

(e) Job Mix Formula. In addition to the above requirements, the job mix formula (the asphalt concrete mixture), composed of the aggregate and asphalt for use shall conform to the following requirements:

<u>Test</u>	<u>California Test</u>	
Swell (max)	305	0.03"
Moisture vapor susceptibility (min)	307	25
Stabilometer Value (min)	366	37
Tensile Strength Ration (TSR Min) AASHTO	304	70

- (f) Additions. The kind of percentage of additions to be used if needed.
- (g) Temperature of Mixture. The temperature of mixture delivered onto the project.

CONSTRUCTION REQUIREMENTS

403.04 Mixing Plant. The following is added to this sub-section.

All projects involving 5,000 tons or more shall have plants operated with automatic controls which coordinate the proportioning, timing and discharge of a batch of mixture by the single operation of a switch or button.

403.09 Compacting. This sub-section is revised as follows:

The Tribe shall, during the progress of the work, perform in-place field density tests of the compacted paving mixture as directed by the Tribe in accordance with AASHTO T-191, T-205, or other approved methods by NTA including the use of a properly calibrated nuclear testing device. If such tests indicate that the specified density conditions have not been attained, the Contractor shall perform additional work as may be necessary to attain the specified condition.

The Contractor shall compact the bituminous mixture until a uniform density of not less than 92% of the maximum theoretical density (Rice Test). If the Contractor fails to obtain the uniform minimum required density, the material will be evaluated for acceptance in accordance with Sub-section 106.05, Statistical Evaluation of Materials for acceptance.

403.12 Acceptance. The following is added to this sub-section.

Mixtures will be sampled and tested for acceptance in lots equal to the number of tons produced and placed on the entire project. A minimum of five (5) acceptance samples will be taken from each lot. Acceptance of the mixture will be based on evaluation of the test results in accordance with Sub-section 106.05 of FP-14.

If the lot fails to qualify for at least a 0.75 pay factor in accordance with Sub-section 106.05 of FP-14, the Tribe may reject the lot. If the Tribe allows the material to remain in place, it will be paid for at a pay factor of 0.70. The Contractor may elect to voluntarily remove any defective lot and replace it with non-defective material to avoid a pay factor of less than 1.00. Any such new material will be sampled and accepted in accordance with this sub-section.

Quality control samples for the aggregate gradation and asphalt cement content of the mixture shall be taken from the roadway directly behind the lay down machine, unless otherwise directed in writing by the Tribe. The Tribe shall perform all acceptance sampling and testing, necessary to assure quality control of the component materials and bituminous mixture. The Tribe may require splitting of some or all samples to allow verification of the results by an independent materials laboratory. The Tribe shall provide a qualified testing technician or shall hire an independent certified testing laboratory, all laboratory facilities, equipment, and necessary testing chemicals to perform gradation and bituminous extraction tests on the bituminous mixture samples for quality control.

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Testing and testing equipment shall be in accordance with the requirements of AASHTO T-164, Method E or California Test 379, and AASHTO T-30 or California Test 202.1, 202.2 and 202.3, as directed by the Tribe. The testing technician shall be proficient in bituminous mixture testing and be familiar with AASHTO's requirements. The pavement containing porous or coarse surface, poorly mixed or segregated aggregate, large amounts of coarse aggregate, hairline and big cracks, patches, visible joints, ruts, uneven surface and marks will not be accepted and will not be paid at all. In order to correct the above deficiencies, the Contractor shall provide the Tribe with a plan to correct deficiencies. No payment will be paid for the correction of the deficiencies. Upon completion of deficiencies in pavement, the pay factor will be determined based on Category II quality characteristics by evaluating the test results in accordance with Sub-section 106. In any circumstance, no more than 1.0 payment factor will be used for payment for pavement.

Payment

403.14 The following is added to this sub-section.

If an anti-stripping agent, hydrated lime, or cement is required in the mix, payment for the additive will not be made but considered paid under Item 40301.

No payment will be made for over-run quantities (exceeding the original contract quantities) unless overrun has been approved by the Tribe. Payment for hot asphalt concrete mixture will be made only for the authorized and accepted quantities computed based on weight tickets received and signed by the Tribe or his representative during the construction of the project. No payment will be made for the correction of deficiencies in construction.

No payment will be made for AC Mixture for which Job-Mixture Formula (proposed AC Mixture) has not been approved.

No payment will be made for asphalt concrete for which statistical analysis has not been performed by the Tribe. This line item shall only be paid at 70% during contract performance. Once Tribe has performed the statistical analysis and if has been determined acceptable, Tribe will authorize payment for remaining 30%.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
40301	Hot Asphalt Concrete Pavement	Ton

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SECTION 411 - ASPHALT PRIME COAT

This section is applicable in its entirety with the following revisions:

411.06 Asphalt Application. The following is added to this sub-section.

Asphalt application rate shall be applied as Method 1 (topical) and will be determined by the Tribe.

Measurement

411.10 This sub-section is revised as follows:

Prime coat asphalt will be measured by ton or by gallon. No measurement will be taken for blotter.

Payment

411.011 The text of this sub-section is deleted and the following substituted:

Payment will be made only for the authorized quantities used and accepted at the contract price per unit of measurement, respectively, for each of the particular pay items listed below, which prices and payment will be full compensation for the work prescribed in this section. No direct payment will be made for blotter material or anti-stripping additives required in the asphalt. When emulsified asphalt is ordered diluted with water, no direct payment will be made for furnishing and mixing the added water with emulsified asphalt, but considered paid under other contract items.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
41101	Asphalt MC-70, Prime Coat	Ton

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SECTION 412 - ASPHALT TACK COAT

This section is applicable in its entirety with the following revisions:

412.06 Asphalt Application. Add the following to this sub-section.

Asphalt application rate will be determined by the Tribe.

412.09 Payment.

When the bid schedule does not contain pay items such as asphalt tack coat, no payment for this work will be made but considered paid under other contract items.

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DIVISION 600

INCIDENTAL CONSTRUCTION

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Section 601 – MINOR CONCRETE STRUCTURES

This section is applicable in its entirety except for the following revisions:

Description

601.01 General. The text of this subsection is substituted with the following:

This work consists of construction minor concrete structures and raising valve boxes.

Measurement

601.08 The text of this subsection is substituted with the following:

Measure the Section 601 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Minor concrete will be measured as lump sum.

Payment

601.09 The following is added to this subsection.

No payment will be made for minor concrete structures, excavation of valve boxes, adjustment of valve boxes, disposal of concrete, and backfill material but will be considered compensated for with the pay items of this section.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
60101	Minor Concrete	Lump Sum

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Section 602 - CULVERTS AND DRAINS

This section is applicable in its entirety except for the following revisions:

Construction Requirements

602.03 General. The following is added to this subsection.

No direct payment will be made for excavation and incidental work related to installation of pipe culverts or storm drains but considered paid under appropriate contract item for pipe culverts or storm drains.

Compaction to the density specified in Subsection 204.11 shall be achieved by use of vibrating type mechanical tampers or by rolling.

Culvert pipe shall be plastic pipe (corrugated polyethylene) and shall conform to Section 602.02.

Box culvert shall be constructed per Caltrans 2010 Standard Design Plan D80. cast in place reinforced concrete single box culvert. The box culvert shall have a flat invert.

The box culvert furnishing, placing and finishing of concrete and other material shall be in accordance with Section 552 of FP-14. The furnishing and placing of reinforcing steel shall be placed in accordance with Section 554 of FP-14. Dimensions, sizes, thickness, etc., shall be as shown on the plans.

Measurement

602.09 The text of this subsection is substituted with the following:

Measure the Section 602 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Measure pipe and box culverts by the linear foot along the invert.

Measure elbows and branch connections as additional pipe length along the invert. No measure shall be made and not included in final pay item length for flared end sections.

Payment

602.10 The text of this subsection is substituted with the following:

Authorized and accepted quantities will be paid for at contract price per unit of measurement listed in the bid schedule. The price and payment will be full compensation for the work and materials prescribed in this section.

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No payment will be made for excavation including blasting for installation of culvert, furnishing and placing coupling bands, bedding and backfill material but will be considered compensated for with the pay items of this section. No payment will be made for culvert flared end sections and should be included in cost of 18-inch Pipe Culvert.

Work prescribed by pay item 60202 will be paid for in the amount bid for the quantity shown on the bid schedule, which price shall be full compensation for furnishing and operating all equipment for all excavation, blasting, removal of existing structure headwall, form work, concrete, rebar, backfilling, hauling, labor, material, tools, and necessary incidental work; e.g., foundation stabilization with aggregate to complete the work. The aggregate shall be in accordance with Section 301, Untreated Aggregate Courses. No extra pay will be made for the aggregate.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
60201	18-inch Pipe Culvert	Linear Foot
60202	6-foot span, 5-foot rise. Reinforced concrete box culvert	Linear Foot

Section 604 – MANHOLES, INLETS AND CATCH BASINS

This section is applicable in its entirety with the following revisions:

Description

604.01 This subsection is revised as follows:

This work consists of construction or adjusting manholes, inlets and catch basins that include metal frames and grates.

604.03 The following is added to this subsection.

Storm Drain Manhole shall be

Drain inlet shall be constructed per 2010 Caltrans Standard Plans RSP D748B Type GO. The grate shall be Type 24-12X.

Measurement

604.10 The following is added to this subsection.

No measurement will be taken for installation of metal frames and grates if it is installed for manholes, inlets, catch basins.

Payment

604.11 The following is added to this subsection:

No payment for lids, metal frames and grates will be made but considered paid under the item for Storm Drain Manholes or Drain Inlet.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
60401	Storm Drain Manhole	Each
60402	Drain Inlet	Each

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Section 609 – CURB AND GUTTER

This section is applicable in its entirety with the following revisions:

Measurement

609.10 This subsection is revised as follows:

Curb and gutter will be measured by linear feet along the face of the curb section at the finished grade elevation.

Payment

609.11 Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
60901	6" Curb and Gutter (Caltrans Type A2-6)	Linear Foot

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**Section 615 - SIDEWALKS, DRIVE PADS
AND PAVED MEDIANS**

This section is applicable in its entirety with the following revisions:

615.03 The following is added to this subsection.

Sidewalk, Concrete thickness shall be a minimum of 6-inches thick.

ADA Ramp, Concrete shall be constructed per Caltrans 2010 revised Standard Plans RSP A88A – Curb Ramp Details – Type A and as shown on the construction drawings.

Measurement

615.08 This subsection is revised as follows:

Sidewalks will be measured by square yards. Accessibility ADA ramps measured will be lump sum.

Payment

615.09 Added to follow at the end of subsection under payment:

Payment for ADA Ramp, Concrete includes all materials, labor, forms, domes, curb and gutter shall be included in the lump sum.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
61501	Sidewalk, Concrete	Square Yard
61502	ADA Ramp, Concrete	Lump Sum

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Section 619 – FENCES, GATES AND CATTLE GUARDS

This section is applicable in its entirety with the following revisions:

Description

619.01 This subsection is revised as follows:

This work consists of remove and reset 4 strand barb wire fence.

The tribe will perform Section 619. The Contractor will notify the tribe seven (7) calendar days prior to working in this area.

619.05 The following is added to this subsection.

The tribe will determine the new alignment of the fence.

Measurement

619.10 The following is added to this subsection.

Remove and Reset Barb Wire Fence will be measured by linear feet along the alignment of the Spring Ride Roadway.

Payment

619.11 The following is added to this subsection:

No payment is made under this Section as the tribe is performing the work.

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Section 633 - PERMANENT TRAFFIC CONTROL

This section is applicable in its entirety with the following modifications:

Description

633.01 The following is added to this subsection.

Signs required under Section 156.07 and Section 635 are not included for payment under this section.

Materials

633.02 The following is added to this subsection.

Retro reflective sheeting material shall meet the requirements for Type III sheet material, Glass Bead Retro reflective Element Material specified in Section 718 of FP-14.

The posts for signs and object markers shall be fabricated from wood unless a different type of material is specified in the plans.

Construction Requirements

633.05 Panels. Add the following to this subsection.

Sign panels shall be fabricated from aluminum and shall have retro reflective sheeting on the face side.

All panel fabrication, including cutting, punching and drilling of holes shall be completed prior to final surface preparation and application of retro reflective sheeting except where required for the fabrication of die-cut or sawed letters on processed and mounted signs. The surface of all sign panels shall be flat.

No field drilling of holes will be permitted.

Measurement

633.09 The text of this subsection is substituted with the following:

Sign, Delineator and Object Markers will be measured by the each furnished, installed, and accepted. A sign installation shall consist of the support structure, one or more posts and one or more panels and all hardware, footing and other incidental work required to complete the installation of signs.

No measurement for direct payment will be made for sign panels, posts or support structures, footings, hardware and incidental work required to complete installation of signs but will be

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considered paid under the contract item for sign installation.

Delineators and object markers will be measured by the each for the type specified in the contract, furnished, completed and accepted.

Payment

633.10 The text of this subsection is substituted with the following:

The accepted quantities will be paid for at contract price per unit of measurement as shown in the bid schedule. The price and payment shall be full compensation for the work prescribed in this section. No separate payment will be made for sign panels, posts, backfill, hardware and incidental work to complete installation of signs but will be considered paid under the contract item for sign installation. No adjustment in contract unit price will be made for installation of signs in rocky areas which may require drilling and concreting.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
63301	Sign Installation	Each

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Section 635 - TEMPORARY TRAFFIC CONTROL

Description

635.01 This subsection is substituted with the following:

This work shall consist of furnishing traffic control devices and service for the control and protection of traffic around the area of construction in accordance with these specifications and in conformity with the details and at the locations shown on the approved Contractor's plans for Temporary Traffic Control.

The Contractor shall provide detailed plans which indicate the details of advance warning signing required for the project and typical detour signing. Prior to the start of construction, the Contractor and the Tribe shall jointly agree on the details of the Contractor's proposed traffic control plan. The approved plan shall be updated by the Contractor, as determined by the Tribe, to cover changing construction activities. The Contractor will be allowed to close Spring Ridge Road from Wada Street to Numa Road during construction.

The Temporary Traffic Control plans must require the Contractor to provide flashing lights on reflective barricades at each intersection and to install the necessary construction signs at the appropriate locations during the construction.

No construction shall begin until all traffic control signs and devices are installed by the Contractor and verified by the Tribe.

Construction Requirements

Measurement

635.24 Method of Measurement. The text of this section is substituted with the following:

No measurement for payment will be made for furnishing, installing, and maintaining all traffic control devices pavement markings and services; such as, flagmen and/or pilot car services ordered by the Tribe for the control and protection of traffic.

Payment

635.25 Basis of Payment. The text of this subsection is substituted with the following:

The work performed by the Contractor in accordance with this section will be paid by lump sum as shown in the bid schedule. The lump sum payment will be full compensation for the work prescribed in this section. No payment will be made for this work if the Contractor fails to comply with this section (Section 635).

Payment will be made only after the construction is completed.

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When the bid schedule does not contain an item for temporary traffic control, the work will not be paid for directly, but will be considered as a subsidiary obligation of the Contractor.

No payment will be made for furnishing and installing traffic control devices and other services during the construction, but will be considered as a subsidiary obligation of the Contractor.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
63501	Temporary Traffic Control	Lump sum

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Section 638 – UTILITY TRENCH AND PIPE

Description

638.01 This work consist of installing conduit across the Spring Ridge Road for the future expansion of telecom and gas. Pipe for telecom and gas will share the same trench and will be capped at both ends.

Materials

638.02 Conform to the following Sections and Subsections.

Plastic pipe shall be schedule 40 PVC

Ductile Iron pipe shall conform to ASTM A377 for the size specified.

Construction Requirements

638.03 General.

Furnish pipe with a wall thickness not less than that shown on the plans or determined from the fill-height tables included in the plans. Use the same material and coating on all contiguous pipe sections and special sections such as elbows and branch connections.

The plans show the size, approximate location, and length of pipes. Determine final location, skew, length, elevations, and grade according to Subsection 152.03(g). Do not order pipe material until the Tribe has accepted the final structure size, length, and alignment.

Excavate and backfill according to the plans. The pipes are to be capped at both ends. The utility trench and pipe shall be installed prior to placement of roadway aggregate base. Warning tape is to be placed and tracer wire is to be placed in trench as shown on the plans.

No direct payment will be made for excavation and incidental work related to installation of pipe but considered paid under appropriate contract item for Utility Trench and Pipe.

Compaction to the density specified in Subsection 204.11 shall be achieved by use of vibrating type mechanical tampers or by rolling.

638.04 Laying Pipe. Lay pipe according to the pipe manufacturers recommendation.

Provide soil-tight joints and end caps.

638.05 Acceptance. Material for utility pipes furnished will be evaluated under Subsections 106.02 and 106.03.

Installation of culverts, drains and precast concrete box culverts will be evaluated under Subsections 106.02 and 106.04.

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Excavation and backfill will be evaluated under Section 209.

Measurement

638.06 The text of this subsection is substituted with the following:

Measure the Section 638 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Measure Utility Trench and Pipe by the linear foot along the length of the trench.

Payment

638.07 The text of this subsection is substituted with the following:

Authorized and accepted quantities will be paid for at contract price per unit of measurement listed in the bid schedule. The price and payment will be full compensation for the work and materials prescribed in this section.

No payment will be made for excavation including blasting for installation of Utility Trench and Pipe, furnishing and placing couplings, end caps, warning tape, tracer wire, aggregate base, sand, shoring, bedding and backfill material but will be considered compensated for with the pay items of this section.

Payment will be made under:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Pay Unit</u>
63801	Utility Trench and Pipe	Linear Foot

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS

- (a) The Contractor shall, within five (5) calendar days after the work commences on the contract or another period of time determined by the Tribal Representative, prepare and submit to the Tribal Representative for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Tribal Representative may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Tribal Representative, and upon doing so shall immediately deliver three copies of the annotated schedule to the Tribal Representative. If, in the opinion of the Tribal Representative, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Tribal Representative, without additional cost to the Tribe. In this circumstance, the Tribal Representative may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Tribal Representative deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Tribal Representative under this clause shall be grounds for a determination by the Tribal Representative that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Tribal Representative may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

E.2 52.236-2 DIFFERING SITE CONDITIONS

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Tribal Representative of -
 - (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

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- (2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Tribal Representative shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Tribal Representative.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

E.3 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to--
 - (1) Conditions bearing upon transportation, disposal, handling, and storage of materials;
 - (2) The availability of labor, water, electric power, and roads;
 - (3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - (4) The conformation and conditions of the ground; and
 - (5) The character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, 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

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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 Tribe.

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

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than sixty (60) working days after Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the Notice to Proceed within ten (10) calendar days after pre-construction conference is held. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

F.2 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Tribe in the amount of \$3,000.00 for each calendar day of delay until the work is completed or accepted.
- (b) If the Tribe terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.3 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty-one percent (51%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Tribal Representative determines that the reduction would be to the advantage of the Tribe.

F.4 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Tribal Representative and has authority to act for the Contractor.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUSANVILLE INDIAN RANCHERIA TRIBAL BUSINESS COUNCIL

- (a) The Susanville Indian Rancheria Tribal Business Council shall review and approve all Change Orders. The Tribal Business Council shall be responsible for administering this contract and its associated Change Orders which are valid for the contract.
- (b) The Tribal Business Council shall designate in writing a Tribal Representative (TR). The TR shall represent the Tribal Business Council in the technical portion of work. The TR's duties and limitations of authority shall be set forth in paragraph G.2. below.

G.2 TRIBAL REPRESENTATIVE (TR)

- (a) The Susanville Indian Rancheria shall appoint, in writing, a person to be the Tribe's Technical Representative under this contract and its associated Change Orders. Such written appointment orders shall be provided to the contractor at the earliest time, but prior to the issuance of a contract.
- (b) The TR shall be responsible for (i) receiving all deliverables; (ii) inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; (iii) providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; (iv) evaluating contractor performance; (v) certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice and copies to the Tribal Chairman; and (vi) CQA inspection / CQA testing.
- (c) The TR does not have the authority to (i) alter the contractors obligations under the contract; (ii) direct changes that fall within the purview of the General Provisions clause entitled "Changes"; and/or (iii) modify any of the expressed terms, conditions, specification, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of the Work, the Tribal Business Council shall issue such changes in writing and signed.

G.3 PROGRESS PAYMENT SUBMISSION

- (a) The **original progress payment estimate** shall be submitted to the following address:

Susanville Indian Rancheria
Attn: Russ Burriel, Public Works Director
745 Joaquin Street
Susanville, CA 96130

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 MINIMUM INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain the following minimum insurance during the entire performance period. Before beginning on-site operations, the contractor shall submit to the Tribal Representative evidence of insurance coverage. Certificates of insurance shall contain a thirty (30) day cancellation notice.

- (a) **LIABILITY INSURANCE (Worker's Compensation and Employer's Liability):** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$1,000,000 is hereby required.
- (b) **GENERAL LIABILITY:** Bodily injury liability insurance coverage written on the comprehensive form of policy at least \$500,000 per occurrence is hereby required.
- (c) **AUTOMOBILE LIABILITY:** The Contractor shall submit proof of automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage is hereby required. The amount of liability coverage on other policies shall be commensurate with any legal requirement of the locality and sufficient to meet normal and customary claims. The amounts of liability coverage listed above are minimum amounts only. The amount of coverage shall be commensurate with any statutory requirements of the locality and sufficient to meet any normal and customary claims.

H.2 BUY INDIAN JOINT VENTURES

Indian Economic Enterprises constituting a "Joint Venture", utilizing the authority of the Buy Indian Act for securing this contract shall retain at least 51% ownership. This requirement must exist, when the offer is made in response to a solicitation; at the time of contract award; and during the full term of the contract. If the contractor no longer meets the eligibility requirement after award, the contractor shall provide immediate written notification to the Tribal Representative. Failure to provide immediate written notification to the Tribal Representative shall render the economic enterprise ineligible for future contract awards under the Buy Indian Act and the Bureau may consider termination for default.

H.3 1452.204-70 RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR

After completion of work and prior to final payment, the Contractor shall furnish the Tribal Representative with a release of claims against the United States relating to this contract. The Release of

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Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

H.4 1452.226-70 INDIAN PREFERENCE

- (a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, gender identity, sexual orientation, religion, marital status, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, gender identity, sexual orientation, religion, marital status, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.
- (b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also 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.
- (c) If the Contractor is unable to fill its training and employment needs 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 the clause of this contract entitled "Equal Opportunity."
- (d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.
- (e) As used in this clause:
 - (1) "Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601). 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 within thirty (30) calendar days evidence from the Tribe concerned that the person is a member of that Tribe.
 - (2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

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- (3) "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.
- (4) "Indian Tribe" means an Indian tribe, 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. 668; 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.
- (f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.
- (g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Tribal Business Council and the work completed in a manner determined by the Tribal Business Council to be in the best interests of the Tribe.

H.5 1452.226-71 INDIAN PREFERENCE PROGRAM

- (a) In addition to the requirements of the clause of this contract entitled "Indian Preference - Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall -
 - (1) Designate a liaison officer who will
 - i.) Maintain liaison with the Tribe on Indian preference matters;
 - ii.) Supervise compliance with the provisions of this clause; and
 - iii.) Administer the Contractor's Indian preference program.
 - (2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.
 - (3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal Office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall

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include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Tribal Representative will advise the Contractor of the name, location, and phone number of the tribal officials to contact in regards to the posting of notices and requests for tribal assistance.

- (4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Tribal Representative will advise the Contractor of the name, location, and phone number of the tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including -
- i.) A clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;
 - ii.) A statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));
 - iii.) Definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference - Department of the Interior" clause of this contract;
 - iv.) A representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and
 - v.) A closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the lowest responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall

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attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

- (5) Maintain written records under this contract which indicate:
- i.) The names and addresses of all Indians seeking employment for each employment position available under this contract;
 - ii.) The number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract;
 - iii.) For those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;
 - iv.) Actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;
 - v.) Reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and
 - vi.) The names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.
- (6) The Contractor shall submit to the Tribal Representative for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates the number and types of available positions filled and dollar amounts of all subcontracts awarded to (A) Indian organizations and Indian-owned economic enterprises and (B) all other firms.
- (7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.
- (b) For purpose of this clause, the following definitions of terms shall apply:
- (1) The terms "Indian", "Indian Tribe", "Indian organization", and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference".

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- (2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).
- (3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.
- (c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Tribe's right to award contracts and to administer their provisions.
- (d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Tribal Representative of such subcontracts.
- (e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Tribal Business Council and the work completed in a manner determined by the Tribal Representative to be in the best interest of the Tribe.

H.6 1452.233-2 SERVICE OF PROTEST – DEPARTMENT OF THE INTERIOR
(DEVIATION)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation that are filed directly with an agency and copies of any protests that are filled directly with the General Accounting Office (GAO), shall be served on the Tribal Representative by obtaining written and dated acknowledgement of receipt from:

MAILING ADDRESS:
Susanville Indian Rancheria
Attn: Russ Burriel, Public Works Director
745 Joaquin Street
Susanville, CA 96130
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.
- (c) A copy of the protest served on the Tribal Representative shall be simultaneously furnished by the protestor to the Department of the Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

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H.7 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES

(a) Definitions. As used in this clause:

- (1) "Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).
- (2) "Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.
- (3) "Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.
- (4) "Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).
- (5) "Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

- (1) The Tribal Representative and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Tribal Representative has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Tribal Representative will refer the matter to the following address:

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and Grants Administration
1849 C Street, NW,

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MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Tribal Representative. No incentive payment will be made within fifty (50) working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

- (2) The Contractor may request an adjustment under the Indian Incentive Program to the following:
 - i.) The estimated cost of a cost-type contract.
 - ii.) The target cost of a cost-plus-incentive-fee prime contract.
 - iii.) The target cost and ceiling price of a fixed-price incentive prime contract.
 - iv.) The price of a firm-fixed-price prime contract.
 - (3) The amount of the adjustment to the prime contract is five (5) percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.
 - (4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.
- (c) The Tribal Business Council, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of five (5) percent of the amount paid to the subcontractor.

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SECTION I - CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Tribal Representative will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: <http://www.acquisition.gov>

Clause	Title	Date
52.202-1	Definitions	November 2013
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	May 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	October 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	May 2011
52.204-7	System for Award Management	July 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	October 2015
52.211-10	Commencement, Prosecution, and Completion of Work	April 1984
52.211-18	Variation in Estimated Quantity	April 1984
52.214-26	Audit and Records – Sealed Bidding	October 2010
52.214-29	Order Of Precedence – Sealed Bidding	January 1986
52.216-25	Contract Definitization	October 2010
52.219-6	Notice Of Total Small Business Set-Aside	November 2011
52.219-8	Utilization of Small Business Concerns	October 2014
52.219-9	Small Business Subcontracting Plan	October 2015
52.219-16	Liquidated Damages – Subcontracting Plan	January 1999
52.222-1	Notice To The Government Of Labor Disputes	February 1997
52.222-3	Convict Labor	June 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	May 2014
52.222-6	Construction Wage Rate Requirements	May 2014
52.222-7	Withholding of Funds	May 2014
52.222-8	Payrolls and Basic Records	May 2014
52.222-9	Apprentices and Trainees	July 2005
52.222-10	Compliance with Copeland Act Requirements	February 1988
52.222-11	Subcontracts (Labor Standards)	May 2014
52.222-12	Contract Termination – Debarment	May 2014

52.222-13	Compliance with Construction Wage Requirements and Related Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	February 1988
52.222-15	Certification of Eligibility	February 1988
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	May 2014
52.222-21	Prohibition of Segregated Facilities	April 2015
52.222-26	Equal Opportunity	April 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	April 2015
52.222-35	Equal Opportunity for Veterans	October 2015
52.222-36	Equal Opportunity for Workers with Disabilities	July 2014
52.222-37	Employment Reports on Veterans	February 2016
52.223-6	Drug Free Workplace	May 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	August 2011
52.225-9	Buy American Act - Construction Materials	May 2014
52.225-10	Notice of Buy American Act Requirement – Construction Materials	May 2014
52.229-3	Federal, State And Local Taxes	February 2013
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
52.232-17	Interest	May 2014
52.232-27	Prompt Payment for Construction Contracts	May 2014
52.233-1	Disputes	May 2014
52.233-3	Protest After Award	August 1996
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.236-5	Material and Workmanship	April 1984
52.236-7	Permits and Responsibilities	November 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	April 1984
52.236-10	Operations and Storage Areas	April 1984
52.236-12	Cleaning Up	April 1984
52.236-13	Accident Prevention	November 1991
52.236-21	Specifications and Drawings for Construction	February 1997
52.246-12	Inspection of Construction	August 1996
52.246-21	Warranty of Construction	March 1994

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I.2 52.204-07 SYSTEM FOR AWARD MANAGEMENT

(a) Definitions. As used in this provision –

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that –

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
 - (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
 - (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - (4) The Government has marked the record “Active”.
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer.

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The DUNS number will be used by the Tribal Representative to verify that the offeror is registered in the SAM database.

- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- i.) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - ii.) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- i.) Company legal business.
 - ii.) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - iii.) Company Physical Street Address, City, State, and ZIP Code.
 - iv.) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - v.) Company Telephone Number.
 - vi.) Date the company was started.
 - vii.) Number of employees at your location.
 - viii.) Chief executive officer/key manager.
 - ix.) Line of business (industry).
 - x.) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Tribal Representative, the Tribal Representative will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.sam.gov>

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I.3 52.228-01 BID GUARANTEE

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Tribe, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Tribal Representative will return bid guarantees, other than bid bonds -
 - (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
 - (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 10% of the bid price.
- (d) If the successful bidder, upon acceptance of its bid by the Tribe within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 calendar days after receipt of the forms by the bidder, the Tribal Business Council may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

I.4 52.228-02 ADDITIONAL BOND SECURITY

The Contractor shall promptly furnish additional security required to protect the Tribe and persons supplying labor or materials under this contract if -

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Tribe.
- (b) Any surety fails to furnish reports on its financial condition as required by the Tribe;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Tribal Representative; or
- (d) An Irrevocable Letter of Credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 calendar days before an ILC's

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scheduled expiration, the Tribal Representative has the right to immediately draw on the ILC.

I.5 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION

(a) Definitions. As used in this clause -

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Tribal Representative as follows:

(1) Performance bonds. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

i.) The Tribe may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

ii.) The Tribe may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Tribal Representative, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Tribal Representative, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of Treasury
Financial Management Service

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Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at <http://www.fms.treas.gov/c570/>.

- (e) Notice of subcontractor waiver of protection (40 U.S.C 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

I.6 52.232-16 PROGRESS PAYMENTS

The Tribe will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Tribal Representative, under the following conditions:

- (a) Computation of amounts.
 - (1) Unless the Contractor requests a smaller amount, the Tribe will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Tribe under this contract. The Tribal Representative will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
 - (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors -
 - i.) In accordance with the terms and conditions of a subcontract or invoice; and
 - ii.) Ordinarily within 30 calendar days of the submission of the Contractor's payment request to the Tribe.
 - (3) The Tribe will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -
 - i.) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - ii.) The contribution does not remain unpaid 30 calendar days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

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- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- i.) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
 - ii.) Costs incurred by subcontractors or suppliers.
 - iii.) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
 - iv.) Payments made or amounts payable to subcontractors or suppliers, except for -
 - (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
 - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither
- i.) The progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
 - ii.) The value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Tribe are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Tribe on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Tribal Representative may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the

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Tribe any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Tribe reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

- (c) Reduction or suspension. The Tribal Representative may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract ((which includes paragraphs (f) and (g) below)).
 - (2) Performance of this contract is endangered by the Contractor's -
 - i.) Failure to make progress; or
 - ii.) Unsatisfactory financial condition.
 - (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
 - (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
 - (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
 - (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.
- (d) Title.
- (1) Title to the property described in this paragraph (d) shall vest in the Tribe. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
 - (2) "Property", as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
 - i.) Parts, materials, inventories, and work in process;
 - ii.) Special tooling and special test equipment to which the Tribe is to acquire title;

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- iii.) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) above; and
 - iv.) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Tribe by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Tribal Representative's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Tribal Representative's advance approval of the action and the terms. The Contractor shall
 - i.) Exclude the allocable costs of the property from the costs of contract performance, and
 - ii.) Repay to the Tribe any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not -
 - i.) Delivered to, and accepted by, the Tribe under this contract; or
 - ii.) Incorporated in supplies delivered to, and accepted by, the Tribe under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Tribe acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Tribe, the Contractor shall bear the risk of loss for property, the title to which vests in the Tribe under this clause, except to the extent the Tribe expressly assumes the risk. The Contractor shall repay the Tribe an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost.
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports, forms and access to records.

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- (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Tribal Representative for the administration of this clause. Also, the Contractor shall give the Tribe reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six (6) months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Tribal verification.
- (3) Each Contractor request for progress payment shall:
 - i.) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by tribal regulations, in accordance with the form instructions and contract terms; and
 - ii.) Include any additional supporting documentation requested by the Tribal Representative.
- (h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Tribe the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Tribe elects not to require delivery under the Default clause. The Tribe shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
 - (1) No payment or vesting of title under this clause shall -
 - i.) Excuse the Contractor from performance of obligations under this contract; or
 - ii.) Constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Tribe's rights and remedies under this clause -
 - i.) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - ii.) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Tribe.

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- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to -
 - i.) The unliquidated remainder of financing payments made; plus
 - ii.) Any unpaid subcontractor requests for financing payments.
 - (2) The subcontract or interdivisional order is expected to involve a minimum of approximately six (6) months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, four (4) months.
 - (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -
 - i.) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;
 - ii.) Are at least as favorable to the Tribe as the terms of this clause;
 - iii.) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
 - iv.) Are in conformance with the requirements of FAR 32.504(e); and
 - v.) Subordinate all subcontractor rights concerning property to which the Tribe has title under the subcontract to the Tribe's right to require delivery of the property to the Tribe if -
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
 - (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -
 - i.) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
 - ii.) Are in conformance with the requirements of FAR 32.504(f); and
 - iii.) Subordinate all subcontractor rights concerning property to which the Tribe has title under the subcontract to the Tribe's right to require delivery of the property to the Tribe if -
 - (A) The Contractor defaults; or

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- (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -
- i.) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
 - ii.) Are in conformance with the requirements of FAR 32.504(g); and
 - iii.) Subordinate all subcontractor rights concerning property to which the Tribe has title under the subcontract to the Tribe's right to require delivery of the property to the Tribe if -
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Tribe for property to which title has vested in the Tribe under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Tribe to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Tribe obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply

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to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Tribe under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

- (l) Due date. The designated payment office will make progress payments on the 15th day after the designated billing office receives a proper progress payment request. In the event that the Tribe requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- (m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

I.7 52.236-26 POST-AWARD CONFERENCE

If the Tribal Representative decides to conduct a post-award conference, the successful offeror will be notified and will be required to attend. The Tribal Representative's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

I.8 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
ALT I (FIXED-PRICE) - ALTERNATE I

- (a) The Tribe may terminate performance of work under this contract in whole or, from time to time, in part if the Tribal Business Council determines that a termination is in the Tribe's interest. The Tribal Business Council shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Tribal Business Council, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.

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- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the Tribe, as directed by the Tribal Representative, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Tribe shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Tribal Representative, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Tribal Representative, transfer title and deliver to the Tribe –
 - i.) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - ii.) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Tribe.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Tribal Representative may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Tribe has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Tribal Representative, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Tribal Business Council. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Tribe under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Tribal Representative.
- (c) The Contractor shall submit complete termination inventory schedules no later than one hundred and twenty (120) calendar days from the effective date of termination, unless extended in writing by the Tribal Representative upon written request of the Contractor within this 120-day period.

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- (d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Tribal Representative a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Tribal Representative. The Contractor may request the Tribe to remove those items or enter into an agreement for their storage. Within fifteen (15) calendar days, the Tribe will accept title to those items and remove them or enter into a storage agreement. The Tribal Representative may verify the list upon removal of the items, or if stored, within forty-five (45) calendar days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Tribal Representative in the form and with the certification prescribed by the Tribal Representative. The Contractor shall submit the proposal promptly, but no later than one (1) year from the effective date of termination, unless extended in writing by the Tribal Business Council upon written request of the Contractor within this 1-year period. However, if the Tribal Business Council determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Tribal Representative may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Tribal Representative may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and Tribal Business Council fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Tribal Representative shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:
- (1) For contract work performed before the effective date of termination, the total (without duplication of any items) of -
 - i.) The cost of this work;
 - ii.) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and
 - iii.) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Tribal Business Council under 49.202 of the Federal Acquisition Regulation, in effect

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on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Tribal Business Council shall allow no profit under this subdivision (g)(1)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

- (2) The reasonable costs of settlement of the work terminated, including -
 - i.) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - ii.) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - iii.) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

- (h) Except for normal spoilage, and except to the extent that the Tribe expressly assumed the risk of loss, the Tribal Representative shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Tribal Business Council, for the loss of the Tribal property.

- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Tribal Business Council under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted -
 - (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 - (2) Any claim which the Tribe has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Tribe.

- (l) If the termination is partial, the Contractor may file a proposal with the Tribal Business Council for an equitable adjustment of the price(s) of the continued portion of the contract. The Tribal Representative shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within

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ninety (90) calendar days from the effective date of termination unless extended in writing by the Tribal Business Council.

- (m) (1) The Tribe may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Tribal Representative believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Tribe upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) calendar days after the date of the retention or disposition, or a later date determined by the Tribal Representative because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Tribe, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Tribal Business Council, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

I.9 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION)

- a. If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Tribe may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Tribe may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Tribe resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Tribe in completing the work.
- b. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if -

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- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include -
 - i.) Acts of God or of the public enemy,
 - ii.) Acts of the Tribe in either its sovereign or contractual capacity,
 - iii.) Acts of another Contractor in the performance of a contract with the Tribe,
 - iv.) Fires,
 - v.) Floods,
 - vi.) Epidemics,
 - vii.) Quarantine restrictions,
 - viii.) Strikes,
 - ix.) Freight embargoes,
 - x.) Unusually severe weather, or
 - xi.) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers.
- (2) The Contractor, within 10 calendar days from the beginning of any delay (unless extended by the Tribal Representative), notifies the Tribal Representative, in writing, of the causes of delay. The Tribal Representative shall ascertain the facts and the extent of delay. If, in the judgment of the Tribal Representative, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Tribal Representative shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.
- c. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.
- d. The rights and remedies of the Tribe in this clause are in addition to any other rights and remedies provided by law or under this contract.

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SECTION J – LIST OF ATTACHMENTS

- Attachment 1 – Bid Proposal Form
- Attachment 2 – Contractor’s Project Reference List
- Attachment 3 – Non-Collusion Affidavit
- Attachment 4 – Inspector’s Bid Opening Documents Checklist – Selected Contractor
- Attachment 5 – Bid Bond (SF 24)
- Attachment 6 – Agreement
- Attachment 7 – Performance Bond (SF 25)
- Attachment 8 – Payment Bond (SF 25A)
- Attachment 9 – Notice of Award
- Attachment 10 – Acceptance of Notice of Award
- Attachment 11 – Notice to Proceed
- Attachment 12 – Designation of Subcontractors
- Attachment 13 – Bidder’s Statement on Previous Contracts Subject to EEO Clause
- Attachment 14 – Certification of Non-Segregated Facilities
- Attachment 15 – Suspension and Debarment Requirements for all Contracts Over \$25,000 (49 CFR Part 29)
- Attachment 16 – Assurance of Disadvantaged Business Enterprise Participation
- Attachment 17 – Trade Restriction Clauses to be Included in All Solicitations, Contracts and Subcontracts
- Attachment 18 – Buy American – Steel and Manufactured Products for Construction Contracts
- Attachment 19 – Change Order
- Attachment 20 – Prevailing Wage Determinations for Lassen County, CA
- Attachment 21 – Plans and Drawings

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Tribal Representative will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address: <http://www.acquisition.gov>

Clause	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	September 2007
52.209-5	Certification Regarding Responsibility Matters	October 2015
52.215-6	Place of Performance	October 1997
52.219-2	Equal Low Bids	October 1995
52.219-8	Utilization of Small Business Concerns	October 2014
52.222-22	Previous Contracts and Compliance Reports	February 1999
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.236-28	Preparation of Proposals - Construction	October 1997

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(a) The offeror certifies that –

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to
 - i.) Those prices,
 - ii.) The intention to submit an offer, or
 - iii.) The methods of factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) of this provision; or
 - (2) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____
_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
 - i.) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
 - ii.) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION

- (a) Definitions.
- (1) "Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
 - (2) "Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the

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offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

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K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS -
ALT I ALTERNATE I

(a) Definitions. As used in this provision –

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- i.) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- ii.) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern,” consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

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- i.) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
 - ii.) (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (b) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.
- (2) The small business size standard is 36.5 million.

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- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

- (1) The offeror represents as part of its offer that it is, is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—
- i.) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- ii.) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business

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concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—

- i.) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - ii.) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
 - (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.
 - (8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
 - i.) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
 - ii.) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:

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_____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

- (9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:
- _____ Black American.
 - _____ Hispanic American.
 - _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 - _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 - _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 - _____ Individual/concern, other than one of the preceding.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - i.) Be punished by imposition of fine, imprisonment, or both;
 - ii.) Be subject to administrative remedies, including suspension and debarment; and

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iii.) Be ineligible for participation in programs conducted under the authority of the Act.

K.5 REPRESENTATION DECLARATION BUY INDIAN ACT (25 U.S.C. 47)

I. A. INSTRUCTIONS:

- (1) Offerers requesting participating under the Buy Indian Act (25 U.S.C. 47) are to prepare their Representation Declaration as prescribed therein. The Declaration is to be submitted to the Tribal Representative by the offerer in responding to a specific Bureau solicitation under the Act.

B. PROCEDURE:

- (1) The Buy Indian Act authorizes the Secretary of the Interior and the Bureau of Indian Affairs to contract with eligible Indian economic enterprises for the procurement of supplies and services.
- (2) To be eligible for award by the Bureau of Indian Affairs under the buy Indian Act, economic enterprises must meet the eligibility and self-certification requirements as defined herein. Offerers applying for awards under the Act authority must do so only in an offer responding to a specific Bureau solicitation under the Act. The completed and signed Representation Declaration is to be returned with your offer to the Bureau Contract Office issuing the solicitation.

II. The offerer represents and certifies as part of its offer that is is is not an eligible Indian economic enterprise.

As used in this provision, the offerer meets the following definitions:

- (a) "Eligible" means that the majority owner of an Indian economic enterprise (as defined herein) meets both the definitions of "Indian" and of "Indian economic enterprises" in this Declaration.
- (b) "Indian" means a person who is a member or an Indian Tribe, as defined herein, or an Alaskan Native who is .25% degree or more Alaskan Native blood and either on or descended from someone on the roll of Alaska Natives prepared pursuant to the Alaska Native Claims settlement Act of 1971 (43 U.S.C. 1601 et. Seq.).
- (c) "Indian/Alaska Native Economic Enterprise" means any business entity (whether organized for profit or not) which: (1) is at least 51 percent owned by one or more Indian(s) or (an) Indian Tribe(s); and (2) one or more of those owners must be involved in daily management of the economic enterprise; and (3) the majority of the earnings of which accrue to such Indian person(s), the requirements cited herein must exist when an offer is made to a solicitation, at the time of award, and during the term of the contract.

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- (d) "Indian Tribe" means any Indian Tribe, Band, Nation, Rancheria, Pueblo, Colony, or Community which is Federally recognized as eligible by the U.S. Government through the Secretary for the special programs and services provided by the Secretary to Indians because of their status as Indians.

III. This Representation Declaration is to be completed and submitted only in your offer in response to a specific Tribal solicitation issued under the Buy Indian Act. Mail or deliver your offer by the required deadline to the Susanville Indian Rancheria, Attn: Russ Burriel, Public Works Director, 745 Joaquin Street, Susanville, CA 96130. If you have questions, please contact the Susanville Indian Rancheria, Russ Burriel, Public Works Director, at telephone number (530) 260-0421.

- A. I understand that any intentional false statement in this Representation Declaration, or willful misrepresentation relative thereto, is a violation of the law punishable by a fine of not more than \$10,000 or imprisonment of not more than 5 years, or both (18 U.S.C. 1001).
- B. Also, I understand that the provisions of the civil False Claims Act (31 U.S.C. 3729-3732) establishes civil liability for false claims and provides for a civil penalty of \$2,000 per false claim and double the damages suffered by the Government.
- C. I have read and understand the above statement. I certify that the information provided in this declaration is true, accurate and complete to the best of my knowledge and belief.

D. Economic Enterprise: Firm Name: _____

(Typed Name of Majority Owner): _____

(Signature of Majority Owner) and date: _____

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Tribal Representative will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov>

Clause	Title	Date
52.214-3	Amendments to Invitations for Bids	December 1989
52.214-6	Explanation to Prospective Bidders	April 1984
52.233-2	Service of Protest	October 2006

L.2 INDEMNIFICATION AGREEMENT

The offeror (bidder) shall furnish a copy of any indemnification agreements that it entered into in order to secure the bonds required by the solicitation by the time set for bid opening. If an indemnification agreement was not required in order for the offeror (bidder) to obtain the required bonds, an affidavit to that effect shall be provided by the surety along with the bid bond by the time set for bid opening. Failure to furnish a copy of the required indemnification agreement or the surety's affidavit may cause the bid to be rejected.

L.3 52.214-18 PREPARATION OF BIDS - CONSTRUCTION

(a) Bids must be -

- (1) Submitted on the forms furnished by the Tribe or on copies of those forms; and
- (2) Manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including -

- (1) Lump sum bidding;
- (2) Alternate prices;

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- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.
- (c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- (d) Alternate bids will not be considered unless this solicitation authorizes their submission.

L.4 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

- (a) Definition. "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.
- (b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same concern.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number -
 - i.) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - ii.) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - i.) Company legal business name.
 - ii.) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - iii.) Company physical street address, city, state and Zip Code.

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- iv.) Company mailing address, city, state and Zip Code (if separate from physical).
- v.) Company telephone number.
- vi.) Date the company was started.
- vii.) Number of employees at your location.
- viii.) Chief executive officer/key manager.
- ix.) Line of business (industry).
- x.) Company Headquarters name and address (reporting relationship within your entity).

L.5 52.214-4 FALSE STATEMENT IN BIDS

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

L.6 52.214-5 SUBMISSION OF BIDS

- (a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means).
 - (1) Addressed to the office specified in the solicitation, and
 - (2) Showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
- (b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

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L.7 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS
OF BIDS

- (a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the location designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated location on the date that bids are due.
- (b) Any bid, modification, or withdrawal received at the location designated in the IFB after the exact time specified for receipt of bids is “late” and will not be considered.
- (c) Acceptable evidence to establish the time of receipt at the designated location includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of tribal personnel.
- (d) If an emergency or unanticipated event interrupts normal tribal processes so that bids cannot be received at the designated location for receipt of bids by the exact time specified in the IFB and urgent tribal requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal tribal processes resume.
- (e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

L.8 52.236-27 SITE VISIT (CONSTRUCTION) – ALTERNATE I
ALTI

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) An organized site visit has been scheduled for Thursday, April 28, 2016 at 2:00 pm.
- (c) Participants will meet at 1:30 pm in the Tribal Resource Center Meeting Room located at 735 Joaquin Street, Susanville, CA 96130 to go over the bid package, plans, and specifications. Telephone number: (530) 257-6264).

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.214-19 **CONTRACT AWARD-SEALED BIDDING-CONSTRUCTION**

- (a) The Tribe will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Tribe, considering only price and the price-related factors specified elsewhere in the solicitation.
- (b) The Tribe may reject any or all bids, and waive informalities or minor irregularities in bids received.
- (c) The Tribe may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- (d) The Tribe may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Tribe even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

M.2 **CONTRACTOR QUALIFICATION – PAST PERFORMANCE**

To be determined to be responsive, bidder shall provide information on past projects with similar requirements for the past three (3) years or start of business, whichever is longer. Provide project name and contracting office, contact person or job supervisor, title, phone and fax numbers, completion start and end date of project, and total dollar award.