



YAKAMA NATION FISHERIES
Piney Woods Field Station Construction Project

OKANOGAN COUNTY, WASHINGTON
Project No. 14202.1CA

Bid Due Date: 3/12/2024 at 5:00 PM

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PROJECT PLANS

INVITATION TO BID

NOTICE TO CONTRACTORS

Sealed bids will be received by the Yakama Nation Fisheries (YNF) at their office, 401 Fort Rd, Toppenish, Washington 98948. Bid proposals must be received by **5:00 pm, March 12, 2024** in hardcopy form. Certified mailed bids are accepted and will need to be stamped no later than the date listed above. It is strongly encouraged that all contractors submitting bids to receive a digital copy of the bid you have submitted as well as a copy of your certified mail certificate for proof of submission.

SCOPE OF WORK

The Yakama Nation Fisheries is requesting sealed bids for the construction of a 40-foot by 30-foot building located at the Piney Woods Field Station in Twisp. The all-new building shall consist of wood post frame construction base bid per the attached drawings and specifications.

Piney Woods Field Station Construction Project, Twisp

Work shall include site grading, power extension, interior drain system and a gravel apron. Access into the building will be by insulated overhead sectional doors and metal walk-through doors with metal frames. The Scope of Work requested under this specification includes furnishing all mobilization, labor, tools and equipment, materials, design, building permits as well as all related site work, plumbing, electrical work, etc.

PRE-BID TOUR AND ADDENDA

A Prebid site visit will be held at **1:00 PM on February 27, 2024** at the Mid-Columbia Field Station located at 10 Piney Woods Road, Twisp, WA. 98856. The site visit is not required. However, bidders are encouraged to attend. A formal site visit to the Piney Woods Field Station will be attended by the project representative and bidders are encouraged to visit the site prior to bidding. Any questions may be asked through the RFI process prior to bid submittal and answered in Addenda. Questions related to the project and bidding shall be addressed (in writing via email) to:

Kraig Mott
Yakama Nation Fisheries
email: motk@yakamafish-nsn.gov
(509) 670-1086

The project representative will not be responsible for oral questions or interpretations. Each request for such interpretation should be in writing addressed to the contact at the email address above. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent out via email to all prospective bidders (at the respective email addresses furnished for such proposal). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents. No request for information, clarification or questions of any kind will be answered after **5:00 pm on March 5, 2024**.

BID OPENING

Bids will be opened and read by the Yakama Nation Fisheries. The Yakama Nation fisheries reserves the right to make selection based on the lowest qualified bid + cumulative alternative, to reject any or all bids and to waive irregularities or informalities.

BIDDER SELECTION

A qualified bidder will be selected, or all bids shall be rejected, by the YNF within 15 calendar days of bid closing.

TIME OF COMPLETION

Once the Bid has been awarded, the Contractor will be required to reach Substantial Completion no later than December 1, 2024, and full completion within thirty days from date of Substantial Completion. This timeline includes any reparations made to the owner by the Contractor (if required).

LOCATION OF WORK

The Mid-Columbia Field Station Facility is located at 10 Piney Woods Road, Twisp WA 98856.



INSTRUCTIONS TO BIDDERS

INSPECTION OF SITE AND DOCUMENTS

Before submitting a proposal, a bidder shall:

- Carefully examine all specifications in this document
- Familiarize him/herself with any reports or forms provided by the YNF in relation to this project, as well as understanding YNF document requirements
- Visit the work site, making such observations, measurements and notes as may be required
- Fully inform him/herself of existing conditions and limitations
- Rely entirely on his/her own judgment in the submission of the final proposal
- Include in his/her bid a sum sufficient to cover all items required by the contract

Failure to do any of the above shall not relieve the Bidder from entering into a contract nor excusing him/her from performing the Work in strict accordance with the terms of the Contract Documents.

Except as specifically provided for hereinafter, a Bidder will not be entitled to additional compensation if he/she subsequently finds the existing conditions to require methods, materials or equipment that were not anticipated when arriving at the bid sum(s).

INTERPRETATIONS

Questions should be addressed to Yakama Nation Fisheries/Kraig Mott submitted in writing, using the attached RFI Form (electronic submission is acceptable and preferred). Answers will be provided via addenda, electronically distributed to all bidders. Perceived errors or omissions should likewise be reported to the above representatives immediately in similar fashion. If a correction or clarification is required, the Pacific/YNF will issue a response electronically to all bidders. Oral questions or interpretations shall not be binding on either party. Questions submitted after **5:00 pm on March 12, 2024**, will not be answered.

SUBSTITUTIONS

Bids shall be based strictly upon items and materials specified in either the contract documents or subsequent addenda. Questions regarding substitutions shall be submitted in the same manner delineated above. By signing the Agreement, the Contractor shall warrant that he/she has verified availability and delivery in order to properly complete the Work within the stipulated time, and agrees that these are the items and materials to be utilized in the Work.

BID PROPOSALS

Bid Proposals shall be delivered to the attention of Shanita Sohappy at the office of the Yakama Nation Fisheries, located at 401 Fort Rd, Toppenish, WA 98948. Bid Proposals shall conform to the following criteria:

- Bid Proposals shall be prepared on the Form of Proposal
- Certified mailed bids are accepted and will need to be stamped no later than the date listed above. It is strongly encouraged that all contractors submitting bids to receive a digital copy of the bid you have submitted as well as a copy of your certified mail certificate for proof of submission.
- Bid Proposals shall be sealed within an envelope with the Bidder's name, address and phone number clearly written on its surface
- Bid Proposals shall include base bid as well as any alternates/unit prices
- Bid Proposals shall include all taxes and fees, delineated in a clear manner
- A Bid Guarantee shall be included with the Bid Proposal in the form of a cashier's check or Bid Bond, in an amount not less than 5% of the total Bid (including alternates) made payable to the Yakama Nation Fisheries. The Guarantee will be retained until the Bidder has entered into a contract, and has provided both the Performance Bond and Payment Bond.
- Any other forms the YNF requires. These forms will be provided by the YNF.

BID EVALUATION AND AWARD

Proposal will be evaluated on the best design for a lump sum price. To be considered response, each Bidder shall submit a bid price for each bid item included in the Proposal. The successful bidder will be the Bidder submitting the lowest responsible Bid offering the lowest aggregate amount for the Base Bid, plus or minus (in order of priority listed in the Proposal) the Additive Bid items providing the most features and value of the work within the funds determined by the YNF to be available before Bids are opened.

If addition of another Bid item in the listed order of priority would make the award exceed such funds for all Bidders, it shall be skipped and the next subsequent Additive Bid item in a lower amount shall be added, if award therein can be made with such funds.

After determination of the lowest responsible Bid as stated, award in the best interest of YNF may be made on the selected Base Bid and any combination of Additive Bid items for which funds are determined to be available at the time of the award, providing that award on such combination of Additive Bid items does not exceed the amount offered by any other conforming responsible Bidder for the same combination of Bid items.

YNF may at their discretion award a Contract for the Base Bid, without Additives in the event that received Base bids exceeds the available funds announced.

The bidder will be presumed to have inspected the site and be familiar with the scope of work prior to submitting a bid. The YNF shall be the sole judge of the bids and reserves the right to reject any and/or all bids, waive technicalities or irregularities, and accept any proposal or option of such bids, if such action is believed to be for the best interest of the YNF.

PERMITS AND ENGINEERING

The Contractor will be responsible for all permits, fees, etc. as required by the governing agencies. The YNF will pay any connection charges and fees for utility and service charges, the Contractor will be responsible for coordination of the work. All other fees and connection charges are the responsibility of the Contractor.

The Contractor shall include all engineering and design costs in his/her proposal. All drawings for the buildings and the foundations must have a Washington State Registered Professional Engineer Stamp.

The Contractor will provide two (2) sets of as-built drawings upon completion of the contract, as well as an electronic version in PDF format.

Work shall comply with all local, State and Federal requirements having jurisdiction over proposed project, including the 2018 International Building Code and all applicable referenced standards, all local codes, and all other regulations governing work.

It is the contractor's responsibility to comply with the "Efficiency Packages" per Section C406 of the 2018 Washington State Energy Code. It is the contractor's option on which "Efficiency Package Credits" (per Table C406.1) are used to achieve the required 6 credits.

DESCRIPTION OF THE WORK

Design, permit, and construct fully functioning storage buildings including all associated site work, utilities and building components to meet the intent of this specification and diagrams. The project shall meet the requirements of all of the governing agencies responsible for review and approval of the project and the associated codes, ordinances and regulations. All areas are to be accessible by ADA standards including restrooms, site components, and internal routes of travel.

The Contractor shall provide design, surveying, engineering, materials, equipment, labor, etc. as required and necessary, and bear all expenses incidental to the satisfactory completion of the Work. It shall be the Contractor's responsibility to design and install all systems to be integrated into the work such as storm water, plumbing, electrical, etc. Designers for the various systems and buildings shall coordinate their efforts to avoid interferences between systems.

The design shall be governed foremost by code compliance and secondly by this specification and attached plans. The design shall comply with the 2018 International Building Code and all applicable referenced standards, all local codes and all other regulations governing work, whichever is the most stringent.

It is recognized that the construction period is scheduled for construction over several months, during which time hot and cold temperatures shall be anticipated. Temperature fluctuations, dry or wet conditions, snow cover, freezing rains and other weather events may occur. The Contractor shall comply with provisions of ACI 305 for Hot Weather Concrete and provisions of ACI 306 for Cold Weather Concreting when applicable. In no case shall snow melting chemicals be used on concrete slabs. The Contractor shall take all measures possible, such as cooling, heating, covering, tenting, concrete delivery time, etc. to protect concrete from physical damage or reduced strength and to ensure that work continues on the timeline. The Contractor shall not be compensated for extra time or cost for construction during inclement weather, all costs for continuing construction during inclement weather shall be the Contractor's responsibility.

ACCEPTANCE OF WORK

The acceptance of work shall be determined through inspection by the Yakama Nation Fisheries and any Consultants and/or Engineers contracted for this project.

EQUAL OPPORTUNITY

The Contractor and all Subcontractors shall not discriminate against any employee, apprentice or applicant for employment because of race, religion, color, sex, national origin or age.

PREVAILING WAGE

The Contractor shall comply with the Washington State requirements for “Prevailing Wages on Public Works” as instructed in RCW Chapter 39.12.

Inasmuch as the Contractor will be held responsible for paying the prevailing wages, it is imperative that all Contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

The Contractor shall complete and file “Statement of Intent to Pay Prevailing Wages on Public Works Contract” prior to starting work under the Contract and to comply with all instructions thereon or related thereto. Before final payment, the Contractor shall complete and file “Affidavit of Prevailing Wages Paid Public Works Contract”. Therefore, the Contractor shall familiarize himself with these forms and all requirements therein.

INSTRUCTIONS FOR ELECTRONIC BID DOCUMENTS

Please follow the instructions below to access the Piney Woods Field Station Construction Project in Twisp bid materials:

1. Type in the following URL in the internet browser bar and hit ENTER to load page:
<http://yakamafish-nsn.gov> and on the homepage scroll down and under “See All Open RFQ/RFP” headline, click on the link for “RE-BID Piney Woods Field Station Construction Project” and click on the link to bring you to the project page.
2. Read over web page to familiarize yourself with the project.
3. Scroll down to the bottom of the webpage to gain access to the attached documents. Listed below, but not limited to, are examples of the documents that you will be able to access and download online:
 - YNLE Site Plan Description
 - Treaty Fishery Exempt Cover Letter and Certificate
 - 2023 Building Permit Application Packet
 - RFP RE-BID Project Bid Packet Piney Woods Field Station Construction Project
 - 14202.1CA Piney Woods Field Station Construction Plan_Plan Set
 - RFP Piney Woods Field Station Construction Project
 - Contractor pre-bid tour notes; **to be uploaded after pre-bid tour**
4. Once you locate the links for the attachments (located at the bottom of the webpage), you can download and access by doing the following:
 - i. Left click on the desired link. The file should open in a new browser.
 - ii. Go to the newly opened file, click on the “File” tab and choose “Save As.” This will allow you to save your file to your computer and desired location on your computer.
 - iii. Save all desired files for later access.

BID FORMS

FORM OF PROPOSAL

TO: Shanita Sohappy
Yakama Nation Fisheries

RE: Facilities Storage Upgrade Project

Having carefully examined the Bidding Requirements for the Piney Woods Field Station Construction Project dated _____ to be constructed in Twisp, Washington for The Yakama Nation Fisheries, as well as the premises and conditions affecting the Work, the undersigned proposes to furnish all labor and materials and perform all Work for the various parts of the construction in accordance with the above Documents for the consideration of the following amount:

COMBINED WORK BASE BID

Piney Woods Field Station Construction Project - Wood Post Frame Construction

_____ Dollars (\$ _____)

WASHINGTON STATE SALES TAX – COMBINED TOTAL

_____ Dollars (\$ _____)

TOTAL BASE BID (\$ _____)

EXTRA WORK

The undersigned agrees that, should any extra work be ordered, the following percentages shall be added to material and labor costs to cover overhead and profit:

Allowance to General Contractor for overhead and profit for extra work performed by the Contractor's own force: **15 percent.**

Allowance to General Contractor for overhead and profit for extra work performed by Subcontractor: **10 percent.**

Allowance to each Sub-Contractor (of any tier) for overhead and profit for extra materials or work performed by its own forces: **15 percent.**

Allowance to each Sub-Contractor (of any tier) for overhead and profit for extra materials or work performed by its Sub-Contractor of any lower tier: **10 percent.**

The above percentages shall include **ALL** overhead and incidental costs, including on site supervision, bonds, insurance, fees, etc., except direct labor taxes and State Sales Tax.

SUBCONTRACTORS

The undersigned agrees, if awarded the Contract, to employ the following sub-contractors for the trades (or types of work) listed.

If the total of Base Bid and all additive Alternates exceeds \$1,000,000, list the sub- contractor(s) responsible for the heating, ventilation and air conditioning, and plumbing as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW and as required below by the owner. The bidder shall not list more than one sub-contractor for each category of work identified, unless sub-contractors vary with bid alternates, in which case the bidder must indicate which sub-contractor will be used for which alternate(s). If a category of work listed above will not be sub-contracted, the bidder must list itself. Failure to name such sub-contractors or itself shall render the bidder's bid non-responsive.

Firm Name	Work Category
_____	_____
_____	_____
_____	_____
_____	_____

OVERHEAD, PROFIT & SALES TAX

ALL of the above bid prices include overhead and profit. **NONE** of the above prices include Washington State Sales Tax, except as noted separately as its own bid item.

CONTRACT AND REQUISITES

If the undersigned is notified of the acceptance of this bid within 30 calendar days after the time set for the opening of bids, he agrees to execute an Agreement for the above work, for compensation computed from the above sums, on AIA Form of Agreement A107-97 and to furnish Performance and Payment Bonds, Certificates of Insurance and Schedules, all as required by the Instructions to Bidders.

BID GUARANTEE

The undersigned further agrees that the check or bid bond accompanying this proposal is left in escrow with the YNF, and that its amount is the measure of damages which the YNF will sustain by the failure of the undersigned to execute an Agreement for the Work in the form stipulated in the Bidding Documents, and furnish the required bonds, and that if the undersigned fails to execute said Agreement and deliver said bonds within 10 days after written Notice of Acceptance of the Contract to him has been received, then the check shall become the property of the Owner, or the bid bond shall remain in full effect; but if this bid is not accepted within 30 days after the time set for opening bids, or if the undersigned delivers said bonds and executes said Agreement, then the check shall be returned to him or the bid bond shall become void.

TIME OF COMPLETION

The undersigned agrees that if awarded the Contract, the Work will be substantially completed by **December 1, 2024**, and fully completed not more than 30 calendar days after Substantial Completion. The undersigned further agrees to provisions for payment of liquidated damages as stipulated in the Attached Owner/Contractor Agreement.

ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda, all costs, provisions and requirements of which Addenda have been incorporated in the foregoing proposal:

(Legal Name of Bidding Firm)	Address
Contractor's Registration Number	City State Zip Code
By (Name and Title)	Phone

Signature

Substitution Request Form

TO: _____

PROJECT: _____

We hereby submit for consideration, following product instead of specified item for above project:

Section: _____

Specified Item: _____

Proposed Substitution: _____

Attach complete technical data, including laboratory tests and samples as applicable. Detailed comparison of the significant qualities (size, weight, durability, performance and similar characteristics, and including visual effect where applicable) for the proposed substitution in comparison with the original requirements. List completely installation changes and changes to Drawings and Specifications required by proposal.

Fill in Blanks Below:

- A. Does substitution require change in Drawing dimensions? _____

- B. What effect does substitution have on other trades? _____

- C. Differences between proposed substitution and specified item? _____

- D. Manufacturer's guarantees of proposed and specified items are:
_____ Same _____ Different (Explain on attachment).
- E. Name and address of 3 similar projects on which product was used, and date of installation: (Attach)
- F. Contract completion date is: _____ Same _____ Different (Explain on attachment).

Undersigned attests function and quality equivalent or superior to specified item and waives his rights to additional payment and time which may subsequently be necessitated, by failure of the substitution to perform adequately, and for the required work to make corrections thereof. The undersigned will pay for all resulting design changes including engineering and detailing costs associated with the substitution of this product.

Submitted:

Signature

Firm

Address

Date

Telephone

For use by Owner's Representative:

____ Accepted _____ Accepted as Noted
____ Not Accepted _____ Received Too Late

By _____ Date: _____

Remarks: _____

Yakama Nation Fisheries
P.O. Box 151
Toppenish, WA 98948

Request for Information

RFI No. _____

THIS IS NOT AN AUTHORIZATION TO PROCEED WITH WORK INVOLVING EXTRA COSTS AND/OR TIME. NOTIFICATION MUST BE GIVEN IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IF ANY RESPONSE CAUSES.

PROJECT: _____

CONTRACTOR: _____

REQUESTING SUB-CONTRACTOR: _____ REFERENCE NO: _____

ITEM: _____

Subject: _____ Document Reference: _____

Architectural Civil Electrical Mechanical Structural

Clarification Revision

DESCRIPTION

By: _____

Date: _____

RESPONSE

By: _____

Date: _____

CONTRACT FORMS

CONSTRUCTION SERVICES AGREEMENT (SAMPLE)

BETWEEN:

THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

on behalf of its _____ program or department
P.O. Box 151 / 401 Fort Road
Toppenish, WA 98948
General Phone: (509) 865-5121
Program Phone:
(HEREAFTER "YAKAMA NATION")

AND

[CONTRACTOR NAME]

Address Line 1
Address Line 1
Phone:
(HEREAFTER "CONTRACTOR")

This Construction Services Agreement ("Agreement") is executed by and between Contractor and Yakama Nation, a federally recognized sovereign Nation pursuant to the Treaty with the Yakamas of 1855 (12 Stat. 951). Contractor and Yakama Nation may be collectively referred to herein as the "Parties," and each may be referred to as a "Party."

1. TERM

The effective term of this Agreement shall be from _____, through _____, absent a valid termination action in accordance with the express terms of this Agreement.

2. PERFORMANCE

Contractor agrees to perform the services set forth in the attached scope of work, Exhibit "A" (collectively, the "Services"), which is incorporated by reference in this Agreement.

3. COMPENSATION

A. *Maximum Compensation.* The **total compensation amount** approved by Yakama Nation for this Agreement is limited to, and **shall not exceed** _____ (\$_____); which amount shall include any and all compensation for the Services as described herein and set forth in detail in the budget attached as Exhibit "B". If Exhibit "B" describes separate and specific maximum compensation amounts for services and expenses, then at the end of the term of this Agreement, any remaining balance in the amount allocated for expenses may be used by Yakama Nation, at its sole discretion, to cover fees for authorized services, so long as the total compensation amount set forth above is not exceeded.

B. *Invoicing, Progress Reports and Payment of Compensation.* Yakama Nation shall compensate Contractor according to the billing rate(s) and/or fee schedule(s) set forth in Exhibit "C" in an amount

not to exceed that stated above. Contractor shall submit monthly invoices and appropriate supporting documentation to Yakama Nation, including a progress report that provides of brief summary of daily activities associated with services performed and completed by Contractor. Unless the Parties agree in writing to different terms, invoice periods shall begin on the first day of each month and end on the last day of each month. Invoices shall be submitted by Contractor to Yakama Nation's designated staff contact within fifteen (15) days after the end of the month in which the services were provided and/or expenses were incurred. Contractor waives the right to receive full payment on invoices submitted more than sixty (60) days following the end of the proper invoice period. If a question or concern arises regarding an item on an invoice, Yakama Nation shall notify Contractor of the question or concern. Within five (5) business days following such notification, Contractor shall take action to sufficiently explain or correct the item, or Contractor shall be deemed to have waived their right to demand payment for the item.

C. *Availability of Funds.* Notwithstanding any other provisions of this Agreement, Contractor understands and agrees that compensation for services and expenses under the terms of this Agreement shall be contingent upon the availability of funds (a) placed to the credit of Yakama Nation in the Treasury of the United States, (b) appropriated by Congress, or (c) from local funds maintained in the name of Yakama Nation.

D. *Federal & Grant Funds.* Contractor understands and agrees that agreements and contracts funded by federal funds or other grant funds may be subject to certain legal requirements. These may include, but are not limited to, those requirements set forth in the United States Office of Budget Management's Uniform Guidance, 2 C.F.R. Part 200, and/or the terms of an applicable source grant. Contractor agrees to comply with and utilize funds in accordance with all applicable laws, regulations, and guidelines, and with any applicable grant or contract terms, and further understands and agrees that the use of such funds may be subject to audit by the grantor agency. Contractor shall reimburse Yakama Nation for any costs of Contractor that are disallowed by a grantor.

4. PROPERTY DEVELOPED BY CONTRACTOR

Contractor agrees that it will retain no interest in the information, data, proposals, papers, copyrights, patents, or any other material or property developed, discovered, invented, and/or accumulated by Contractor in connection with the performance of this Agreement. Subject to applicable law, Contractor shall turn over such information, data, proposals, papers, copyrights, patents, discoveries, inventions, and other material or property to Yakama Nation upon the expiration or termination of this Agreement or upon request.

5. PUBLICATION OF INFORMATION

The dissemination or publication of documents, information material or other property developed or generated by Contractor during the course of this Agreement shall require the written approval of Yakama Nation.

6. RECORDS

A. *Access.* Subject to applicable law, Yakama Nation will provide Contractor with reasonable access to its personnel, facilities, and records necessary to the performance of this Agreement.

B. *Maintenance & Retention of Records; Financial Management for Accounting and Audits.* Contractor shall maintain and retain auditable records during the term of this Agreement and for a period of at least three (3) years following the expiration or termination of this Agreement. Contractor shall maintain its records to comply with the Audit Act of 1984, P.L. 98-502 (31 U.S.C. § 7501 et. seq., as amended) and the Office of Management and Budget's Uniform Guidance requirements set forth at, 2 C.F.R. part 200, Subpart F, as amended. Contractor shall adhere to a systematic accounting method that assures timely and appropriate resolution of audit findings and recommendations in compliance with the Uniform Guidance. Subject to applicable law, Contractor agrees that Yakama Nation, the grantor agency (if applicable), the Comptroller General of the United States, or any of their duly authorized representatives, shall have timely access to Contractor's records which are pertinent to the subject matter of this Agreement and the performance of obligations contained herein, for the purpose of conducting an audit and/or examination, and/or creating excerpts and/or transcriptions.

7. INDEPENDENT CONTRACTORS

Contractor shall employ, at its own expense, all personnel and equipment reasonably necessary to perform the Services called for by this Agreement. Such personnel shall not be considered Yakama Nation employees. Contractor shall be responsible to ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, federal, state, and local laws. Contractor shall at all times in performance of this Agreement operate as, and have the status of, an independent contractor, and will not be an agent or employee of Yakama Nation; nor will Contractor or its personnel be entitled to any employee benefits provided by Yakama Nation. The Parties are not engaged in a joint venture or partnership. Neither party can represent or bind the other. Unless otherwise expressly agreed, Contractor shall be solely responsible to secure and pay for any necessary or appropriate permits, fees, licenses, inspections, or other prerequisites necessary for proper performance of the Services called for by this Agreement.

8. SUBCONTRACTING

A. Contractor shall not be permitted to hire a subcontractor to perform the Services called for by this Agreement without express prior written consent. Any unauthorized attempt by Contractor to subcontract for such Services shall be null and void, and Contractor shall be responsible for all expenses, fees, and costs associated with any such unauthorized subcontract.

B. An award of this Agreement based on a bid or proposal naming specific subcontractors and identifying the portions of the work to be performed by the subcontractors shall constitute prior written consent to the hiring of the named subcontractor(s). Subcontractor selection and subcontractor employment shall be subject to applicable TERO and Indian Preference requirements described above. Contractor shall be responsible to ensure their subcontractors are in compliance with Yakama Nation TERO and Indian Preference requirements.

9. ASSIGNMENT OF INTEREST

Contractor shall not assign its interest in this Agreement, or any part thereof, including its right to receive payment for services performed, to another party. Any attempt by Contractor to assign any obligations, rights, or fees under this Agreement will be null and void, and Contractor shall be responsible for all expenses, fees, and or costs associated with any unauthorized assignment.

10. INDEMNIFICATION

Contractor shall, at its sole expense, hold harmless, indemnify, and defend Yakama Nation and its officers, agents, employees, and assigns against any and all losses, costs, damages, expenses or other liabilities whatsoever, including reasonable attorney's fees and expenses, that arise out of or are connected with, directly or indirectly, Contractor's actions or omissions, or Contractor's agents' acts or omissions related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

11. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. 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.

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 Yakama Nation and information available to the public from local government agencies, as well as from the drawings and specifications made a part of this Agreement. Any failure of Contractor to take the actions described and acknowledged in this paragraph will not relieve Contractor from responsibility for properly estimating the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Yakama Nation.

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

12. PHYSICAL DATA

Data and information furnished or referred to below or in the attached exhibits is for Contractor's information. Yakama Nation shall not be responsible for any interpretation of or conclusion drawn from the data or information made available to Contractor. Further, Yakama Nation specifically does not warrant construction methodology that may be included in such documents.

- (a) The indications of physical conditions on any drawings or specifications that have been provided are the result of general inspection of the site. Electronic survey information will be provided by the Owner to use at their discretion once contract documents have been signed.

(b) NA

13. SCHEDULE FOR CONSTRUCTION

A. *Construction Schedule.* Unless the construction schedule is specifically addressed elsewhere in this Agreement, Contractor shall, within five (5) days after the work commences on the Agreement or another period of time determined by Yakama Nation, prepare and submit to Yakama Nation three (3) copies of a practicable schedule showing the order in which Contractor proposes to perform the work, and the dates on which 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 each week during the Agreement period. If Contractor fails to submit a schedule within the time prescribed, Yakama Nation may withhold approval of progress payments until Contractor submits the required schedule. Should Contractor fall behind its schedule, a revised schedule shall be forwarded with the next Contractor's request for progress payment. Additional schedules shall be furnished to Yakama Nation as soon as practicable if so requested.

B. *Rate of Progress.* With any and each partial payment request, Contractor shall submit a copy of the last submitted schedule annotated to indicate actual progress made to date. If at any time, in the opinion of Yakama Nation, Contractor has fallen behind the schedule to an extent which would jeopardize timely completion, Contractor shall take the steps necessary to improve its progress, including those that may be required, to enable timely completion without additional cost to Yakama Nation. Such steps may include, but are not limited to, increasing the number of shifts, the amount of overtime, days of work per week, and/or the amount of construction plant being utilized. Contractor shall submit any supplementary schedules Yakama Nation deems necessary to demonstrate how the rate of progress necessary for timely completion will be regained.

C. *Breach.* Failure of Contractor to comply with the requirements of this section shall be considered a material breach and grounds for a determination by Yakama Nation that Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Agreement. Upon making this determination, Yakama Nation may terminate Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this Agreement.

14. DIFFERING SITE CONDITIONS

Contractor shall promptly, and before the conditions are disturbed, give a written notice to Yakama Nation of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Agreement, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent to the type of work provided for in the Agreement. Unless specifically identified in the Agreement, discoveries of archaeological or historical remains such as graves, fossils, skeletal materials and artifacts protected by the Archaeological Resources Protection Act (36 CFR 1214) are considered type 2 conditions.

15. LAYOUT OF WORK

Contractor shall lay out its work from Yakama Nation established base lines and bench marks indicated on the drawings or any other manner furnished by Yakama Nation. Contractor shall be responsible for

all measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. Contractor shall be responsible for the execution of the work to the lines and grades that may be established or indicated by Yakama Nation. Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by Yakama Nation until authorized to remove them. If such marks are destroyed by Contractor or through its negligence before their removal is authorized, Yakama Nation may replace them and deduct the expense of the replacement from any amounts due or to become due to Contractor.

16. SPECIFICATIONS, DRAWINGS AND MATERIAL SUBMITTALS

A. Omissions from any drawings and specifications that have been provided, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or misdescribed details of the work. Work shall be performed as if fully and correctly set forth and described in the drawings and specifications.

B. Contractor shall check all drawings furnished by Yakama Nation prior to starting work and shall promptly notify Yakama Nation of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Contractor shall compare all drawings and verify the figures before laying out the work, and will be responsible for any errors which might have been avoided thereby.

17. MATERIAL & WORKMANSHIP

A. *Materials.* All equipment, material, and articles incorporated into the work covered by this Agreement shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Agreement. Use of recycled materials for the manufacture of such products is encouraged. Equipment, material, or articles specified by trade name, make, or catalog number, shall be provided. Equivalent items are not acceptable unless specifically authorized in the specification.

B. *Professional Work.* All work under this Agreement shall be performed in a professional, thorough, skillful, and safe manner, and shall be consistent with relevant professional standards. Yakama Nation may require, in writing, that Contractor remove from the work any employee Yakama Nation deems incompetent, unsafe, or otherwise objectionable.

C. *Legally Compliant Work.* In performing its obligations under this Agreement, Contractor shall comply with all applicable tribal, federal, state and local laws, regulations, guidelines and policies in performance of services under this Agreement. Such laws may include, but are not limited to, the Davis Bacon Act and related federal labor law requirements associated with federally funded construction projects. Contractor represents that it has reviewed, and is familiar with, all laws relevant to the performance of services under this Agreement.

18. SUPERINTENDENCE BY THE CONTRACTOR

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

19. PERMITS AND RESPONSIBILITIES

Unless otherwise provided in this Agreement, Contractor shall, without additional expense to Yakama Nation, be responsible for obtaining any and all necessary licenses and permits, and for complying with any tribal, federal, state, and municipal laws, codes, and regulations applicable to the performance of the work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of Yakama Nation and others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under this Agreement.

20. OTHER CONTRACTS

Yakama Nation may undertake or award other contracts for additional work, or may utilize in-house construction forces, at or near the site of the work. Contractor shall fully cooperate with such other contractors and Yakama Nation employees, and carefully adapt scheduling and performance of the work under this Agreement to accommodate simultaneous performance, heeding any direction that may be provided by Yakama Nation. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractors or by Yakama Nation employees.

21. USE AND POSSESSION PRIOR TO COMPLETION

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

22. CLEANING UP

A. Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the owner of the underlying real property. Upon completing the work, Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to Yakama Nation.

B. Unless specifically set forth in the Agreement, Contractor shall not burn any material on site, on the right-of-way or on the access roads to the sites. All material and debris shall be hauled to an appropriate disposal site.

23. ROAD MAINTENANCE

Contractor shall maintain all roads used by it, and upon completion of the job shall leave them in as good a condition as when first used. A road-grading machine (not a bulldozer) shall be used for

maintenance and final grading. In no event shall Contractor interfere with the property owner's use of roads existing prior to Contractor's entry.

24. STOP WORK ORDER

A. Yakama Nation may order Contractor to suspend all or any part of the work call for by this Agreement for the period of time that Yakama Nation determines appropriate for the convenience of Yakama Nation.

B. Contractor shall immediately comply with Yakama Nation's order and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order.

25. PROTECTION OF EXISTING VEGETATION, STRUCTURES, AND IMPROVEMENTS

A. Contractor shall preserve and protect all structures, equipment, utilities, other improvements, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Agreement. Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this Agreement, or by the careless operation of equipment, or by workers, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by Yakama Nation's representative.

B. If Contractor fails or refuses to repair the damage promptly, Yakama Nation may have the necessary work performed and charge the cost to Contractor.

26. INSURANCE

A. The following minimum kinds and amounts of insurance are applicable in the performance of the work under this Agreement. Contractor shall (subject to applicable law) maintain such insurance, naming Yakama Nation as an additional insured:

(1) *Workers' compensation and employer's liability.* Contractor is required to comply with applicable Federal and State workers compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required.

(2) *General liability.* Contractor shall provide general liability insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply, shall be modified to apply to each location and project. The policy shall name Yakama Nation, its officials, officers, employees and agents, as insureds with respect to Contractor's performance of services.

(3) *Automobile liability.* Contractor shall provide automobile liability insurance covering the operation of all automobiles used in the performance of this Agreement. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles. Contractor's policy shall be primary to any insurance of Yakama Nation.

(4) *Environmental impairment liability.* Contractor shall provide environmental impairment liability insurance of at least \$1,000,000 per occurrence. Such insurance will include coverage

for the clean up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name Yakama Nation, its officials, officers, employees and agents as insured. Contractor's policy shall be primary to any insurance of Yakama Nation.

B. Contractor may, with the approval of Yakama Nation, maintain a self-insurance program; provided that, with respect to workers' compensation, Contractor is qualified pursuant to statutory authority.

C. Before commencing work under this Agreement, Contractor shall provide to Yakama Nation certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify Contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to Yakama Nation at least thirty (30) days before the effective date. In addition, Contractor shall provide certificates as the policies are renewed throughout the period of this Agreement. If Contractor's insurance does not cover the subcontractors involved in the work, Contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.

27. INSPECTION - SERVICES AND CONSTRUCTION

A. Yakama Nation may inspect the work called for by this Agreement at any time and place. Where possible and practicable, Yakama Nation will perform inspections in a manner that will not unduly delay the work.

B. If any of the services do not conform with the requirements of this Agreement, or with applicable laws, regulations or governmental policies, Yakama Nation may require the Contractor to perform the services again in conformity at no cost to Yakama Nation. When the defects in services cannot be corrected by re-performance, Yakama Nation may deduct from the Agreement payments an amount which reflects the reduced value of the services performed.

C. Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this Agreement. Contractor's duty to re-perform non-conforming work is intended to survive the expiration of this Agreement's term, and shall apply even where non-conformance is discovered following its expiration.

D. If Contractor does not promptly replace or correct rejected work, Yakama Nation may (without limiting any other legal or equitable remedies available to it) (1) by contract or otherwise, replace or correct the work and charge the cost to Contractor, and may (2) terminate this Agreement for default.

E. Unless otherwise specified in the Agreement, acceptance by Yakama Nation will be in writing and shall be made as promptly as practicable after completion and inspection of all work called by this Agreement or that portion of the work Yakama Nation determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, non-compliance with applicable law, or Yakama Nation's rights under any warranty or guarantee.

28. WARRANTY - CONSTRUCTION

- A. In addition to any other warranties in this Agreement, Contractor warrants, except as provided in paragraph (H)(1) of this clause, that work performed by it and/or its subcontractors under this Agreement conforms to applicable law and to the contract requirements, and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor or any subcontractor or supplier at any tier.
- B. This warranty shall continue for a period of three (3) years from the date of final acceptance of the work. If Yakama Nation takes possession of any part of the work before final acceptance, this warranty shall continue for a period of three (3) years from the date Yakama Nation takes possession.
- C. Contractor shall remedy at Contractor's expense any failure to conform, or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to Yakama Nation-owned or controlled real or personal property, when that damage is the result of:
- (1) Contractor's failure to conform to applicable law or contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished by Contractor.
- D. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for three (3) years from the date of repair or replacement.
- E. Yakama Nation shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- F. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Yakama Nation shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense.
- G. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Agreement, Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of Yakama Nation, if directed by Yakama Nation; and
 - (3) Enforce all warranties for the benefit of Yakama Nation, if directed by Yakama Nation.
- H. Unless a defect is caused by the negligence of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Yakama Nation nor for the repair of any damage that results from any defect in Yakama Nation-furnished material or design.
- (1) This warranty shall not limit Yakama Nation's rights under the Inspection and Acceptance clause of this Agreement with respect to latent defects, gross mistakes, or fraud.

29. TAXES

The compensation for Services performed under this Agreement shall include all applicable Tribal, Federal, State, and local taxes and duties. Depending on the location and nature of the Services provided, when applicable, Yakama Nation shall provide Contractor a single use Tax Exemption Certificate.

30. TERMINATION

A. *Notice.* Yakama Nation may terminate all or any part of this Agreement, at any time, with or without cause, upon written notice to Contractor. Upon receipt of the termination notice, Contractor shall promptly stop work on the terminated portion of the Agreement. Contractor obligations shall be consistent with those set forth above in the Stop Work Order clause of this Agreement.

B. *Breach.* In the event of termination for breach or violation of the terms and provisions of this Agreement, Yakama Nation, to the extent permitted by applicable law, shall be entitled to enforce its rights under this Agreement, and recover its court costs and reasonable attorney's fees, as determined by the court. The foregoing shall not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to Yakama Nation, including, but not limited to, the right to contract with other qualified persons to complete the performance of services identified in or called for by this Agreement.

C. *Termination By Tribal Council Executive Committee.* Notwithstanding anything herein to the contrary, Contractor understands and agrees that the Yakama Nation Tribal Council Executive Committee may immediately terminate this Agreement by written notice.

D. *Effect of Complete Termination.* Upon the complete termination of this Agreement, the liability of the Parties for the further performance of this Agreement shall cease, but the Parties shall not be relieved of the duty to perform their obligations up to the date of termination.

E. *Effect of Partial Termination.* The compensation amount shall be revised as a result of a partial termination under this section. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price plus reasonable termination expenses. On cost-reimbursement contracts the revised amount shall not exceed the total of allowable and allocable costs of performance prior to termination plus termination expenses plus an adjustment of the fee on the terminated portion of the Agreement. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of this Agreement. Contractor shall submit a settlement proposal within thirty (30) days of the notice of termination.

31. FORCE MAJEURE

This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire regulations, the actions of any government, including funding and/or budgetary decisions, and other circumstances which are beyond the control of the parties. If the terms and conditions of this Agreement are unable to be performed as a result of any cause of force majeure, then this Agreement shall be void, without penalty to any party for such non-performance.

32. NOTICE

Notice to Contractor shall consist of a letter, delivered postage prepaid, addressed to:

[Contractor’s Legal Agent’s Name]
[Contractor Name]
[Address No. 1]
[Address No. 2]

Notice to Yakama Nation shall consist of a letter, delivered postage prepaid, addressed to:

Gerald Lewis, Chairman
Yakama Tribal Council
PO Box 151 / 401 Fort Road
Toppenish, WA 98948

With courtesy copies to Yakama Nation’s Designated Representative detailed below, and the Lead Attorney of Yakama Nation’s Office of Legal Counsel at P.O. Box 150, Toppenish, WA 98948.

Either party may from time to time change its designated address for notice, or designated contact(s) for notice, by giving the other party reasonable notice of such change.

33. SUPERVISION OF CONTRACTOR/DESIGNATED REPRESENTATIVE

Contractor shall act under the supervision of the following Designated Representative of Yakama Nation in performing services under this Agreement:

Name:	[First] [Last], [Job Title]
Address:	
Phone:	
Email:	

The Designated Representative is designated for project management purposes only, and does not have authority to authorize any changes, modifications or addendums to this Agreement, nor does the Designated Representative have signing authority on behalf of Yakama Nation. Yakama Nation shall provide Contractor reasonable notice if there is a change in the Designated Representative.

34. COMPLIANCE PROVISIONS

A. *Discrimination.* Contractor shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, or sex. Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their handicap, race, age, religion, or sex.

B. *Indian Preference.* Notwithstanding the above, Contractor shall, for all work performed on or near the Yakama Reservation pursuant to this Agreement, and consistent with Section 703(i) of the 1964 Civil Rights Act, give preference in employment (including any authorized subcontracts) to equally qualified Indians regardless of their handicap, age, religion or sex. To the extent feasible and consistent

with the efficient performance of this Agreement, Contractor shall provide employment and training opportunities to Indians that are not fully qualified to perform under this Agreement, regardless of their handicap, age, religion or sex. Further, Contractor shall comply with any and all applicable Indian preference laws and requirements established by Yakama Nation, including those set forth in the Yakama Nation Tribal Employment Rights Ordinance (“TERO”), as amended (Yakama Revised Law & Order Codes, Title 71).

35. JURISDICTION & VENUE

The validity, interpretation, and performance of this Agreement, and any and all written instruments, agreements, specifications and other writings of whatever nature which relate to or are part of this Agreement, shall be governed by and construed in accordance with the laws of Yakama Nation. Both Parties understand and agree that this Agreement establishes a consensual business relationship between the Parties for purposes of Yakama Tribal Court jurisdiction. Venue of any court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in Yakama Nation Tribal Court(s). In the event of litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any other relief allowed.

36. DISPUTE RESOLUTION

A. *Meet and Confer Meeting.* In the event that a dispute arises between the Parties over the performance, interpretation, or enforcement of this Agreement, the Parties in the first instance shall attempt in good faith to resolve the dispute informally by mutual Agreement in a face-to-face meet and confer meeting. All offers, promises, conduct and statements, whether oral or written, made in the course of the meet and confer meeting by any of the Parties, their agents, employees, experts and attorneys shall be considered confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the meet and confer meeting.

B. *By Tribal Council Chairman.* If the Parties are unable to resolve the dispute during the meet and confer meeting, the aggrieved party shall submit the matter, in writing, to the Chairman of the Yakama Nation Tribal Council. A copy of the aggrieved party's submission shall be served upon the other party in accordance with the notice provisions of this Agreement. The Chairman shall promptly convene a meeting of the Parties, which shall be held in Toppenish, Washington, to resolve the matter. The decision of the Chairman shall be final and binding upon both Parties. Provided, however, that nothing shall operate to limit or prohibit Yakama Nation from otherwise enforcing its rights under this Agreement. In the event that the Chairman has a conflict of interest that would prevent her/him from hearing the dispute, s/he may, at her/his sole discretion, either decline to hear the dispute, or appoint an alternate Tribal Leader or Elder to serve in his/her place.

C. Nothing in this section shall operate to prohibit Yakama Nation from enforcing its rights under this Agreement in a court of appropriate jurisdiction. Yakama Nation may at its own election seek recovery of monetary damages from Contractor's breach of any terms in this Agreement.

37. GENERAL TERMS

- A. *Headings.* Headings are provided for convenience and do not affect the meaning of the provisions to which they are affixed.
- B. *Severability.* If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- C. *Changes to the Agreement.* No change, amendment, modification, or addendum to this Agreement shall be valid unless it is in writing and executed by authorized representatives of both Parties.
- D. *Additional Services.* Except as otherwise provided in this Agreement, no payment for additional services shall be made unless such services and the price therefore have been requested and authorized in advance in writing by Yakama Nation.
- E. *Survival.* The requirements of Section 4 (Property Developed by Contractor), Section 6 (Maintenance & Retention of Records; Financial Management for Accounting & Audits), Section 10 (Indemnification), Section 28 (Warranty-Construction) and Section 36 (Dispute Resolution) of this Agreement shall survive termination of this Agreement.
- F. *No General Waiver.* Any waiver or failure of the Parties to enforce or insist upon any term in this Agreement does not constitute a general waiver or relinquishment of that term.
- G. *No Construction Against Drafter.* Each party has participated in negotiating and drafting this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against one party because it was responsible for drafting one or more provisions.
- H. *Execution.* This Agreement may be executed in counterparts, electronically, or by facsimile.

38. ENTIRE AGREEMENT

This Agreement incorporates all the agreements, covenants and understandings between the Parties. No agreement or understanding, verbal or otherwise, of the Parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in this Agreement.

The following Exhibits are incorporated by reference into this Agreement:

- Exhibit "A" – Project Overview
- Exhibit "B" – Statement/Scope of Work
- Exhibit "C" – Budget
- Exhibit "D" – Payment

39. SOVEREIGN IMMUNITY

Notwithstanding any other terms or provisions of this Agreement, Contractor understands and agrees that Yakama Nation, by entering into this Agreement, does not waive its sovereign immunity from suit, Piney Woods Field Station Construction Project
Yakama Nation Fisheries

nor does it waive, alter, or otherwise diminish its rights, privileges, remedies or services guaranteed by the Treaty with the Yakamas of 1855 (12 Stat. 951).

40. SPECIAL PROVISIONS

In addition to the forgoing terms and conditions, the following requirements are agreed to and shall apply to this Agreement:

A. [Mark as n/a, or insert special provision text.]

IN WITNESS WHEREOF, we set our hands and seals:

[Signature page(s) to follow.]

CONFEDERATED TRIBES & BANDS OF THE YAKAMA NATION:

By: _____

Date: _____

Name: Gerald Lewis (or authorized designee)

Title: Yakama Nation Tribal Council Chairman

CONTRACTOR NAME:

EIN #

By: _____

Date: _____

Name:

Title:

EXHIBIT A

Project Overview

1. Background:

[The background statement identifies the project and the Contractor's work in context. Discuss the purpose of the project, why the project/work is needed, and how it relates to previous, ongoing, or future projects/work.]

[If the project/work is being performed under a separate overarching grant, agreement, or project, mention that here.]

Exhibit B provides the actual Scope of Work to be completed, **Exhibit C** provides the contract Line Item Budget which is referenced to the work tasks described in the **Exhibit B**, and **Exhibit D** provides a payment schedule and requirements.

2. Location

[Identify each location where the project will be performed. As needed, provide a specific description of the location, e.g., southwest corner of parcel commonly referred as....]

3. Designated Representative:

The Yakama Nation's Designated Representatives for this project include:

- [named representative from main contract]
- [additional name(s) if applicable]

4. Project Tasks:

All tasks will be completed as per **Exhibit B**. Major project elements include but are not limited to the following:

[Summary of tasks to be performed; detail to follow in Exhibit B].

5. Project Schedule and Key Deliverables:

[Describe the deliverables / work product which the Contractor is expected to produce, and the time frame by which such work product is to be produced.]

6. Contractor Obligations:

The Contractor shall furnish all supervision, labor, equipment and tools necessary to complete the project as described in **Exhibit B**.

7. Consistent Satisfactory Progress

Consistent satisfactory progress in this project will be required. Satisfactory progress will be measured by both the quality and quantity of work. If for any reason no work is performed, the Contractor may be given a notice of contract cancellation. Consistent satisfactory progress will also be determined by the Contractor's demonstrated ability to perform all work tasks described in **Exhibit B**. If it appears that the Contractor is unable to complete the project tasks within the permitting work window, the Contractor may be given a notice of contract cancellation. The Yakama Nation's designated representative will monitor progress closely.

8. Applicable Documents:

[This is an optional section, which you may not need to include in your Project Overview. However, if the work involves the use of, or is subject to the terms of outside documents, you should list them here, and attach them to the Contract Agreement.]

[Use this space to insert other sections or information, if necessary.]

EXHIBIT B

Statement/Scope of Work

[This Scope of Work section is where you will tell the Contractor exactly what you expect of them. Use any format you prefer, so long as it is clear, precise, and gives a comprehensive description of the work to be performed.]

[List and attach any and all drawings, plan sets, etc.]

EXHIBIT C

Budget

[Attach the budget for the work to be performed. The total compensation amount shown in this budget must be consistent with the total compensation amount listed in Section 3 of the Agreement.]

[If there are separate subtotal amounts allocated for services and expenses, make sure to note these, along with any applicable hourly rate expectations, or item/activity cost expectations.]

EXHIBIT D

Payment

1. Payment Schedule

- Progress:** The Contractor shall submit a separate bill for each major project task element after the work has been completed, reviewed and accepted by Yakama Nation's Designated Representative. The Contractor is encouraged to invoice monthly when payment is necessary.
- Percentage:** The Contractor shall invoice monthly and will be allowed to submit a bill for percentage of work completed after the work has been reviewed and accepted by Yakama Nation's Designated Representative.
- Actual Work Completed:** The Contractor shall invoice monthly and will be allowed to submit a bill for actual work completed.
- Alternative Schedule:** The Contractor shall invoice and be allowed to submit a bill as follow: [alternate payment plan description, e.g., 30% deposit with balance due after work has been reviewed and accepted by Yakama Nation's Designated Representative]

2. Tax Exempt Certificate

Due to the location and nature of the Services being provided by Contractor:

- The Contractor **has not** been given a Tax Exemption Certificate
- The Contractor **has** been given a single use Tax Exemption Certificate. Due to the nature of this Agreement, as set forth below, the Contractor should be allowed to use the tax-exempt certificate that is included with this document. [Provide a description of how the Services to be performed justifies use of tax-exempt certificate]

**(Sample) PERFORMANCE BOND to THE CONFEDERATED TRIBES
AND BANDS OF THE YAKAMA NATION/YAKAMA NATION, WA**

Bond No. _____

The **CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION/YAKAMA NATION**, Washington, (City or County) has awarded to _____ (Principal), a contract for the construction of the project designated as **Piney Woods Field Office Construction Project**, in Okanogan, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the **CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION/YAKAMA NATION**, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

Yakama Nation Attorney, Confederated Tribes and Bands of the Yakama Nation

Date

CONTRACT PROVISIONS AND TECHNICAL SPECIFICATIONS

DIVISION 1 -- GENERAL REQUIRMENTS

PREQUALIFICATION OF BIDDERS

In order for bids to be considered, bidders must be able to provide the following:

- Bid Bond: The Contractor will be required to submit a Bid Bond in the amount of 5% of the Bid Proposal
- Proof of Insurance: The Contractor shall furnish the owner with satisfactory proof of carriage of all insurance required. All insurance policies and certificates must be signed copies. The following insurance will be required by the YNF:
 - Contractor's Liability Insurance

CONTRACTOR REQUIRMENTS (once a bidder is chosen)

In order for the chosen Bidder to commence and continue work on site, the following provisions must be met:

- Insurance as outlined in the attached copy of the Owner/Contractor Agreement, AIA Document A107-2007.
 - The Contractor shall not commence work until he has obtained all of the insurance required, nor shall the Contractor allow any Subcontractor to commence work on the Subcontract until all similar insurance required of the Subcontractor has been so obtained. The Contractor shall carry said insurance for the duration of this contract.
 - Furthermore, the Contactor shall provide proof that he/she shall hold the YNF harmless from any loss, damage, or expense which it may suffer by failure of the Contractor to comply with the above.
- Performance Bond: The successful bidder shall secure a Surety Bond issued by a bonding company licensed to transact in the location of the project, with performance and payment clauses in the amount of 100% of the contract sum, including Washington State Sales Tax. Payment of the Bond shall be included in the Contractor's bid.
- Prevailing wages:
 - The Contractor shall comply with the Washington state requirements for "Prevailing Wages on Public Works Contracts" as instructed in RCW Chapter 39.12.
 - Inasmuch as the Contractor will be held responsible for paying prevailing wages, it is imperative that all Contractors familiarize themselves with wage rates before submitting bids on the specifications.
- Deliverables: The Contractor will be responsible for providing drawings for the YNF review and approval.
- Permits: The Contractor will be responsible for obtaining all permits and approvals required by the governing agencies in the preparation of and building on the worksite before commencing work. The Contractor is responsible for submitting all designs, including calculations where required, to all Authorities Having Jurisdiction and other governing agencies as part of the permit process.
- Certification of Occupancy: The Contractor will be responsible for obtaining Certification of Occupancy.

- Reference Code: Work, including all site and building design/engineering, shall comply with all local, State and Federal requirements having jurisdiction over proposed project, including the 2018 International Building Code and all applicable referenced standards, all local codes, and all other regulations governing work.
- Special Inspection and Testing: Any required special inspection and testing will be provided by the YNF. The Contractor shall coordinate all required inspections.

SAFETY

The Contractor shall be responsible for all safety precautions and provide such Personal Protection Equipment (PPE) and safety devices as required for the safety of his personnel and the general public. The Contractor shall further ensure that all equipment on site functions properly, including all safety features.

LOCATING OF UTILITIES

Locating of all utilities is the sole responsibility of the Contractor. Contractor is responsible to cure any damage to utilities caused by equipment, employees, Subcontractors or apprentices.

RECYCLING

Whenever possible or practicable, the Contractor shall strive to recycle materials and packaging.

CLEANLINESS

During construction the Contractor shall maintain premises free from accumulations of waste, debris and rubbish. Upon completion the Contractor will insure the site, interior and exterior of the building are clean and ready for occupation.

DIVISION 2 – CONCRETE

GUARANTEE

Contractor shall guarantee all concrete poured on site for a minimum of one year. Scaling, bubbling, cracking, spalling, or chipping shall be remediated by contractor even if removal and re-pour is required.

SUBGRADE PREPARATION

Foundations including building footings shall bear on a base course of crushed aggregate, with a minimum thickness of six inches after 95%+ modified proctor compaction, over undisturbed native soil or compacted structural fill per Division 31.

At interior building slab, subgrade shall consist of a drainage course (Capillary Break) compacted to 70% relative density per Division 31. A vapor barrier with pea gravel cover shall be provided above capillary break per Division 7 and Division 31 at slabs under building. Slab subgrade shall be placed over undisturbed native soil or compacted structural fill per Division 31.

Compaction testing is required and results shall be submitted to the YNF.

REINFORCEMENT

Where required, reinforcing steel shall be of new billet stock ASTM A615 with minimal rust or corrosion.

NOTIFICATION

The YNF shall be notified 24 hours in advance of pours.

PLACING CONCRETE

Proper precautions shall be taken to protect concrete when the daily temperature is below 50 degrees or above 90 degrees. The Contractor shall institute hot and cold weather concreting precautions and practices in accordance with ACI 305 Guide to Hot Weather Concreting and ACI 306 Guide to Cold Weather Concreting. No additional time will be given for delays to concrete placement due to ambient temperatures or snow cover.

Protect all concrete slabs from accumulation of water in freezing weather. Protect from accumulation of snow and ice during periods of freezing temperatures. Do not melt snow and ice on top of the slabs.

CURING

Protect concrete immediately after placement to protect against premature drying, excessively hot or cold temperatures, and mechanical injury. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete. Curing of concrete slabs shall consist of wet curing with burlap and visqueen (or equal) for a period of not less than seven days. Slabs shall not be allowed to dry during this time. If the Contractor chooses an alternate method of curing, Contractor assumes the risk associated with the alternate method.

FOUNDATION

- All load-bearing concrete design shall be engineer approved.
- 3,500 PSI minimum strength. Testing is required and results shall be submitted to the YNF.
- All load-bearing concrete shall be subject to slump tests and results shall be submitted to the YNF.

INTERIOR SLAB

- Slab shall be designed to accommodate vehicles up to a total weight of 25,500 pounds, with maximum front axle load of 8,000 pounds and rear axle load of 17,500 pounds and shall be a minimum of 5” thick with #4 Rebar each way at 18” o.c. on the slab centerline (minimum).
- Concrete shall be placed in finished in the same day. Concrete finish shall be steel trowel finish with FF25/FL20 and shall slope ¼” per foot to drain.
- Zero air-entrainment
- 4,500 PSI minimum strength. Testing is required and results shall be submitted to the YNF.
- Concrete slabs shall be sealed with a concrete sealer designed to protect, harden, dustproof, seal, and increase the mass, durability and abrasion resistance of the concrete (approximate coverage rate at 200 square feet per gallon, +/- 25 sq. ft.).
- Contractor/Engineer shall layout contraction and construction joints as required to control slab cracking and curl. At a minimum, provide construction/contraction joints equally spaced with a maximum length of any section of slab in feet equal to (3) times the new slab thickness in inches. Maximum slab section rectangular ratio shall be 2:1.
- Concrete contraction joints shall be cut to 1 1/2” depth, backed and filled with self-leveling, traffic rated, concrete joint sealant per Division 7. Cut contraction joints with a green concrete saw blade within 4-8 hours of the pour.
- Surrounding air temperature shall be maintained at a minimum of 40 degrees for 28 days or a minimum of 50 degrees for 7 days.
- Proper precautions shall be taken to protect concrete when weather falls below freezing.

DIVISION 3 – WOOD AND PLASTICS

INTERIOR FRAMING

Wood framing for walls and ceiling, sized as required for heights and spans. Provide pre-built trusses or framed ceilings up to 13'6" height. Provide insulation throughout, and OSB up to 8'.

DIVISION 4 – THERMAL AND MOISTURE PROTECTION

INSULATION and VAPOR BARRIERS

Insulate the building to meet all requirements of the Washington Energy Code including the “Efficiency Package Credits”, selection by contractor. Exterior walls and ceiling shall be insulated and with interior finish, including vapor barrier, that meets Class C – Flame spread index 76-200, smoke development index 0-450 (minimum). Steel jam entry doors will be insulated and come complete with door seals, see Division 8.

Under building slabs provide a clear 10 mil polyethylene vapor barrier over the capillary break of washed stone and cover with pea gravel, see Division 31. Do not tear or penetrate the vapor barrier. Repair any punctures.

SEALANTS

Provide all caulking and sealing work as called for in this specification and required for a reasonably airtight and totally moisture tight building. Certain types and applications of caulking, related to specific trade applications shall be used where appropriate.

Locations of applications include, but are not limited to:

- Apply self-leveling traffic rated sealant at all horizontal slab joints.
- Apply sealant at all exterior door frames/walls.
- Apply sealant between all interior walls and doorways, etc.
- Apply a full bead of silicone sealant along with backer rod, where needed, at all penetrations through the exterior wall for miscellaneous items such as utility piping, exterior electrical boxes, bolts, signage connections, etc.

DIVISION 5 – DOORS AND WINDOWS

OVERHEAD SECTIONAL DOORS

- All doors shall be steel insulated sectional overhead doors with 3” track shall be installed.
- All overhead doors shall have painted finish per manufacturer standard.
- All overhead doors will include a high lift track assembly as may be required.
- All overhead doors shall be electrically operated sized as required for door size. Exterior controllers shall be key operated.
- All overhead doors shall have a combined safety edge and door seal.
- All overhead doors shall have insulated windows in upper panel of doors as generally shown in the drawings (final size, layout and type as selected by YNF).
- Neoprene (or equal) weather stripping is required along sides and top of each door frame.

EXTERIOR MAN DOORS

- All doors shall be commercial grade insulated 16-gauge flush cold rolled steel exterior man doors.
- All doors and frames shall be factory primed or factory finished.
- All doors shall be painted per Division 9.
- All door frames to be of pre-formed 16 gauge cold rolled steel, welded. Fill cavity of door frame with batt insulation.
- All exterior doors shall have windows with 1” insulated tempered or laminated safety glass as generally shown in the drawings (final size, layout and type as selected by YNF).
- All exterior door hardware shall be commercial grade and as required for a complete and functional door. Minimum door hardware to include :
 - Hinges (US32D or 630 finish)
 - Lever lockset (US32D or 630 finish)
 - Closer (painted aluminum finish), at pair of doors provide closer on active door
 - Flush bolts at head and sill for pair of doors
 - Astragal to be supplied by door manufacturer at pair of doors
 - Threshold (mill aluminum finish)
 - Sweep (mill aluminum finish)
 - Weather-stripping

DIVISION 6 – FINISHES

PAINING

Painting shall be in accordance with the recommendations of the Master Painter's Institute's (MPI) Architectural Painting Specification Manual.

STORAGE BUILDING

- Concrete slabs (interior and exterior) to be sealed with Dayton Superior 40% J29 water repellent or equal.
- Exterior man doors and frames will be primed and painted (color as selected by YNF), using exterior grade paint. Another acceptable surface for doors is a baked-on enamel finish.
- Exterior finish of storage building exterior walls and trim shall be primed and painted using exterior grade paint with colors to match adjacent buildings siding and trim (as selected by YNF). Provide color samples for YNF approval prior to purchase.
- Interior finish shall include 7/16" OSB 8' up on all walls.

DIVISION 7 – SPECIALTIES

MISCELLANEOUS SPECIALTIES

Provide the following specialty items as required by code.

- Two (2) Fire extinguishers as required by code per building usage. Provide with wall hooks. Location of fire extinguishers to be determined by Fire Marshal.
- Knox Box (Owner Furnished, Contractor Installed). Coordinate placement with the YNF.

DIVISION 8 – SPECIAL CONSTRUCTION

PRE-ENGINEERED STRUCTURES

Provide a pre-engineered building per attached drawings. Structure shall be a pre-engineered post frame structure (pole building). General provisions for structure type is as follows:

- Contractor shall, in their proposal, include all concrete foundation work required for the type of pre-engineered building selected. Coordinate with building manufacturer; provide them full information as to the relevant performance requirements and conditions under which the building system will be operated. Provide certification from the building manufacturer that the finished pre-engineered building will perform under the conditions at the Project site. The pre-engineered structure supplier shall provide shop drawings and structural calculations for both the pre-engineered building and foundations for the YNF review. Drawings and calculations shall be stamped by a professional engineer, licensed in the State of Washington.
- Design shall be based on loads shown on the drawings, 2018 IBC and applicable referenced standards, or as required by the governing jurisdiction for the actual conditions at the Project site. The most stringent requirements/loads shall govern.
- Design roof snow load shall equal the value indicated on the drawings (minimum, non-reducible) or as required by the governing jurisdiction for the actual conditions at the Project site. The most stringent requirements/loads shall govern.
- Design basic wind speed shall equal 100 mph (minimum), Exposure C per ASCE 7-16 or as required by the governing jurisdiction for the actual conditions at the Project site. The most stringent requirements/loads shall govern.
- Design seismic importance factor shall equal 1.0 (Risk Category II), Site Class D (Assumed) and other site-specific design criteria per ASCE 7-16 or as required by the governing jurisdiction for the actual conditions at the Project site. The most stringent requirements/loads shall govern.
- Allowable soil properties shall be per presumptive load-bearing values for Type “5” Class of Materials indicated in Table 1806.2 of the 2018 IBC, unless an engineered soil report that provides data to substantiate the use of higher values is submitted to and approved by the governing jurisdiction. All applicable requirements noted in Section 1806 of the 2018 IBC shall apply. All backfill shall be thoroughly compacted.
- Provide 29 gauge (minimum) insulated painted steel roof, color to match existing building (see Division 6).
- Provide 29 gauge (minimum) insulated steel wall panels with trim, color as selected by YNF (see Division 6).
- Provide a manufacturer’s guarantee for a minimum of 5 years which warrants building materials, components and accessories to be free from defects in material and workmanship.
- Structure including foundation, roof/ceiling and walls shall be insulated to meet requirements of the Washington Energy Code (see Division 4). See Division 9 for additional finish requirements including edge blocking and nailing at wall interior finish.

PRE-ENGINEERED WOOD POST FRAME STRUCTURE (POLE BUILDING)

- Provide all the wood structure and wood partition walls described in the Drawings and Specifications and as required by the governing codes to provide a complete, structurally sound building.
- Posts, skirt boards and any other wood permanently exposed to weather and wood bearing on or installed within 1” of concrete shall be treated with an approved preservative.
All wood shall be surface kiln dried stress grade Douglas Fir-Larch No. 2 or Better (minimum) with no end splits.

DIVISION 9 – ELECTRICAL

GENERAL

1. GENERAL DESCRIPTION OF WORK

A. The Contractor shall provide all labor, material, tools, equipment and services required to complete the design, furnishing, installation, wiring, connection, calibration, adjustment, testing and operation of all electrical equipment, devices and components as indicated and implied by the plans and these Specifications. General descriptions include:

- Complete the procurement, installation, wiring, connection, calibration, adjustment, testing and operation of all electrical devices, components, accessories and equipment that is not shown or specified but which is nonetheless required to make the systems specified function properly.
- Complete the wiring to, connection to, adjustment and calibration of, and testing of furnished electrical components.
- Install all equipment so it shall be readily accessible for maintenance. Installations shall have electrical clearances in accordance with NEC and shall be installed in locations that will provide adequate cooling.
- Check electrical equipment prior to installation so that defective equipment is not installed.
- Provide field services of qualified technicians to supervise and check out the installation of the equipment, to supervise and check out interconnecting wiring, to conduct start-up of operation of the equipment, and to correct any problems that occur during start-up.
- Provide circuit breakers, conduit, wire and installation for all items that require electrical power.

2. TEMPORARY OPERATION AND CONSTRUCTION POWER

A. Where requested by the Owner, the Contractor shall provide a separately metered temporary power service for construction power. The temporary service shall provide:

- Power for operation of all equipment during testing.
- Power for operation of all equipment until certificate of occupancy is obtained.

B. All coordination with the Utility and associated construction costs for temporary construction power shall be paid for by the Contractor. The Contractor shall pay the for the energy costs as billed by the utility on the construction power meter.

3. TEMPERATURE RATINGS OF EQUIPMENT TERMINATIONS

A. All materials shall conform to the National Electrical Code Article 110-14C.

B. These requirements cover all electrical equipment provided under this Contract.

4. STANDARDS AND CODES

The Contractor shall provide all permits, licenses, approvals and other arrangements for work on this project and all fees shall be paid for by the Contractor. The Contractor shall include these fees in the bid price.

A. References

This section contains references to the following documents. They are part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

- Washington State Energy Code (2018 WSEC-Commercial)
- Washington Administrative Code (WAC)
- National Electrical Code (NEC)
- Underwriters' Laboratories, Inc. (UL)
- National Electrical Manufacturers Association (NEMA)
- Canadian Standards Association (CSA)
- Electrical Testing Laboratories (ETL)
- Factory Mutual (FM)

B. Identification of Listed Products

- All materials and equipment specified herein shall be within the scope of Nationally Recognized Testing Laboratory (NRTL) examination services, be approved by the NRTL for the purpose for which they are used, and shall bear the appropriate listing label.
- Equipment listed/labeled by an NRTL shall be as dictated by the latest printing of the Electrical Testing Laboratories Accreditation Report available from the State of Washington Department of Labor and Industries, Electrical Inspection Division. Any NRTL listing/labeling shall be as accepted by the local authority having jurisdiction.
- When a product is not available with a testing laboratory listing for the purpose for which it is to serve, the product may be required by the inspection authority to undergo a special inspection at the manufacturer's place of assembly. All costs and expenses incurred for such inspections shall be included in the original contract price.

5. SITE FAMILIARIZATION

The Contractor shall become familiar with all features of the site which may affect the execution of the work prior to submitting a bid. The Contractor shall take all field measurements necessary for the work and shall assume full responsibility for their accuracy. The Contractor shall take full responsibility for locating and avoiding all substructures and utilities. Any damage to existing equipment or utilities shall be repaired or replaced by the Contractor at the Contractors expense.

PRODUCTS

1. EQUIPMENT AND MATERIALS

- General
Equipment and materials shall be new and free from defects. All material and equipment of the same or a similar type shall be of the same manufacturer throughout the work. Standard production materials shall be used wherever possible.

2. NAMEPLATES

- Nameplates shall be provided on all electrical devices. This includes, but is not limited to: motor control equipment, junction boxes, panels, motors, instruments, switches, indicating lights, meters, and all electrical equipment enclosures.
- Nameplates shall also be provided on all electrical panel interior equipment. This includes but is not limited to: relays, circuit breakers, power supplies, terminals, contactors, and other devices.
- Nameplates shall be made of engraved laminated phenolic having black engraved letters not less than 3/16" high on white background. Nameplates on the interior of panels shall be white polyester with printed thermal transfer lettering and permanent pressure sensitive acrylic. All nameplates shall include the equipment name and number.

- Warning nameplates shall be provided on all panels and equipment which contain multiple power sources or which may have energized circuits with the main disconnecting means in the off position. Lettering shall be white on red background.
- Provide labeling for interrupting rating and other labeling required by Code and the L&I inspector.

EXECUTION

1. RECEPTACLES

- Provide receptacles to meet Code and power requirements for the installation.
- All conduit and boxes shall be concealed in walls where possible.
- Faceplates shall be stainless steel.
- Receptacles shall be GFCI type to meet NEC article 210.8, with covers and enclosures rated for the location in which they are installed.
- Provide (2) outdoor receptacles at locations to be coordinated with YNF.
- Outdoor receptacles shall include covers and enclosures rated for wet locations to meet the requirements of NEC article 406.9(B), and shall be installed at 24" from ground level to center of receptacle. Coordinate final locations with Owner.
- Provide service area receptacle as required by Code.
- Provide overhead receptacles for all garage door openers.
- Provide all other general purpose receptacles as directed by the Owner.

2. GROUNDING

- Provide system and equipment grounding per Code.

3. SERVICE AND DISTRIBUTION

- Panel to be circuit breaker type. Install eight 20 amp 120V outlets, one 50 amp 240V outlet, one 100 amp 120/240V breaker box and one 100 amp 120/240V panel in the interior shop perimeter in coordination with Owner. Flush mount panel in finished space. Interrupting capacity per fault current calculation.
- Utilize existing service to the building location from PUD power panel.
 - Provide in addition a 240V circuit to facilitate wall mount heaters. Coordinate location with YNF.

4. LIGHTING

- General: Lighting levels shall be uniform and provide for minimum recommended footcandles listed below. Lighting fixture types also listed below are based on type of occupancy and/or architectural concepts. Selection shall be carefully coordinated with the architectural, structural and mechanical features of the building design. Comply with Washington State Energy Code.
- Provide illumination systems with lighting levels in compliance with established standards by the Illuminating Engineering Society (IES) recommended average maintained footcandle levels.
- Lighting Control: Provide all required lighting controls to meet Washington State Energy Code. This includes but is not limited to photoelectric control of exterior lighting, occupancy sensors and dimmers for interior lighting, where applicable.
- Provide fixtures in locations as shown on the drawings or as required to meet minimum illumination levels as indicated below. Coordinate final locations with Owner.

5. FIXTURE TYPES AND LIGHTING LEVELS

- Install eight inside shop overhead LED fixtures in the interior shop perimeter in coordination with Owner.
- Pendant or chain hung LED fixtures, damp/wet location and gasketed/sealed against insects and dust. Lighting Level: 20-30 footcandles.
- Exterior building LED lighting: Provide at building doors and for security at locations indicated on the drawings, including photocell controller to meet Washington State Energy Code. Exterior fixtures shall be dark sky compliant. Lighting Level: 3-5 footcandles.
- Emergency: Provide LED exit and egress lighting to provide minimum 0.1 fc for egress paths for a minimum of 90 minutes, per Code.
- Circuit Loading: Provide a maximum of 1450 watts per 20 amp, 120 volt lighting circuit.

DIVISION 10 – SITE CONSTRUCTION

EARTHWORK

Contractor is responsible for all earthwork including layout, excavation, fill, grading and compaction. All trenching for conduit, pipe, etc. shall be dug to required depths or deeper. Prepare and compact subgrade below footings and slab as recommended by structural engineer responsible for slab and footing design. Compact at all trenches. Landscape areas and unimproved areas, if any, are to be compacted to 85% modified proctor. Work must be done in accordance with the rules and regulations of the County and State, under appropriate permits.

STRUCTURAL FILL

Any required fill under buildings, including footings, slabs, and aprons, may be of on-site natural materials containing no rock larger than 8” in diameter and compacted to 95% modified proctor. A 4” drainage course of washed, uniformly graded, crushed stone/gravel with 100% passing a 1-1/2” sieve and 3% passing a #4 sieve, shall be placed under building slabs and compacted to 70% relative density. A vapor barrier per Division 7 shall be placed over the drainage course (capillary break) and a 2” layer of pea gravel shall be placed over the vapor barrier.