



TULE RIVER TRIBAL COUNCIL TULE RIVER INDIAN RESERVATION

Attachment No. 2

SPECIAL CONDITIONS

A. Time of Performance. The work shall be commenced on the date stated in the Tribe's delivery of a Notice to Proceed to the Contractor (which date will be not less than ten (10) consecutive calendar days after Award of Contract (which date shall be the day following the Tribal Council's approval of the award) nor more than ninety (90) consecutive calendar days, from and after the date of execution of the Contract and shall be completed within **Sixty (60) consecutive calendar** days from and after the date stated in such notice. Tribal Council and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Contract and Article 6 of General Conditions.)

Work under this Contract shall be scheduled and coordinated in compliance with the following:

1. **Limiting Public Access:** No access will be allowed by the public to the Contractors work which may result in an unsafe environment for the public or were such access will hinder the progress of the work, with the following exceptions:
 - i) Due to the unique structural components of the wall and roofing system, the County of Tulare may use the structures as training facilities for its Building Inspectors. Contractor shall be notified in advance for any public visit.
 - ii) Members of the Tribal Council or their authorized representatives may make appointments to view the progress of the work. Contractor shall be notified in advance for any public visit.

B. Liquidated Damages. If work under this Contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 6 of the General Conditions is One Hundred (\$100) per day for each calendar date completion is delayed.

C. Documents Furnished. The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is two (2) copies.

D. Insurance. As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Comprehensive General Liability Insurance
 With a single limit per occurrence of not less than..... \$1,000,000
 and an aggregate minimum of not less than..... \$2,000,000

Any excess liability coverage used to supplement either general or automotive liability must be either (1) from the same carrier as the primary insurance, or (2)

include the policy statement wherein it describes what the underlying primary coverage must be before the excess liability coverage takes effect. The insurance shall cover all operations of the Contractor and its subcontractors, including but not limited to the following: 1) premises, operations and mobile equipment liability; 2) completed operations and products liability; 3) contractual liability insuring the obligations assumed by the Contractor and its subcontractors under the Contract Documents; 4) independent contractor's contingency coverage; 5) explosion, collapse, and underground property damage; 6) broad form property damage; 7) personal injury liability endorsement.

AND

Automobile Liability Insurance

In the amount of not less than \$1,000,000 per occurrence for bodily injury and property damage.

An excess liability policy with a total dollar amount of three times the amount of the contract or \$1,000,000, whichever is greater may be used to supplement the automotive liability to the full amount. If the Contractor or their subcontractors or vendors will be hauling hazardous materials, the automotive policy shall include the MCS 90 endorsement and bodily injury / Property Damage Combined Single Limit shall not be less than \$3,000,000.

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts as stated above.

Material hoist where used in amounts as stated above.

E. Executed Copies: The number of executed copies of the Contract, and if required, the Performance Bond, and the Payment Bond is two (2).

F. License Classification: Each bidder shall be a licensed Contractor to do work in the State of California pursuant to the Business and Professions Code and shall be licensed in the following classification as set forth in the official **Request for Bids**.

E. Supplemental Provisions

1.0. INSPECTIONS

1.1 The Owner and Project Manager, will make a pre-final inspection of the work. This inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for this inspection. The pre-final inspection shall be made prior to acceptance of any portion of the work as being substantially complete and prior to filing of the Notice of Completion.

1.2 A final inspection of all the work will be made by the Owner, Project Manager and Contractor prior to acceptance of the work.

2.0 CONFLICT OF INTEREST

2.1 Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.

2.2 Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ any of the above, has a financial interest in Contractor. Owner's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

3.0 GRATUITIES

3.1 If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or USDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract. In the event this Contract is terminated, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

4.0 STATE ENERGY POLICY

4.1 Contractor shall endeavor to conform with the State of California Energy Policy and Conservation Act (P.L. 94-163). Standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized as a guide.

5.0 ENVIRONMENTAL REQUIREMENTS

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:

5.1 Wetlands -- When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands designated by the office of the Tule River Environmental Department.

5.2 Floodplains-- When disposing excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency

Floodplain Maps or areas designated by the office of the Tule River Environmental Department.

5.3 Historic Preservation-- Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Tule River Environmental Department. Construction shall be temporarily halted pending the notification process and further directions issued by the Project Manager after consultation with the Tule River Environmental Department.

5.4 Endangered Species—Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner Tule River Environmental Department. Construction shall be temporarily halted pending the notification process and further directions issued by Tule River Environmental Department after consultation with the U.S. Fish and Wildlife Service.