

SPECIAL PROVISIONS

1. SAFETY REQUIREMENTS

By executing the Agreement, contractor acknowledges and insures that all work on this project will be done using construction practices that do not violate applicable Tribal, State and Federal health and safety requirements. Construction safety is the sole responsibility of the contractor.

2. TERMINOLOGY

Whenever in these specifications the work "shall" is used, the sense of the work shall be interpreted as imperative. Whenever herein the words "will" or "may" are used, the sense of the words shall be interpreted to be permissive.

3. PAYMENTS TO THE CONTRACTOR

In addition to the provisions of Paragraph 37 of the General Provisions, the following shall apply.

No installment or final payment shall be made to the contractor until he has filed a sworn statement with the owner setting forth that all claims for materials and labor performed under the contract are paid up to the time of the statement. Such a statement shall be incorporated as a part of each periodic estimate form. The contractor may be required to furnish receipts showing payment of Workman Compensation Insurance, or other bills, or furnish a release of lien.

The owner may withhold all or a part of any payment for any of the following reasons:

- a. Failure of the contractor to remedy defective work.
- b. Failure of the contractor to make prompt payments to subcontractors or for labor or materials.
- c. Filing of claims against the contractor in connection with the work which appear to be valid.
- d. A reasonable doubt that the contract can be completed for the balance then unpaid.

Payments withheld for these reasons will be paid as soon as grounds for withholding payment are removed. Failure of the owner to withhold payment or require receipts or releases as outlined above shall not alter the contractors responsibility to discharge such obligations even though payment by the owner has already been made to him.

4. SURVEYS AND LAYOUT OF THE WORK

The CONTRACTOR will furnish surveys and establish base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS and as herein specified.

5. **PRESERVATION OF STAKES**

The contractor shall carefully preserve all existing stakes, monuments, bench marks and reference points set by the engineer or marked by him for preservation. If permanent monuments or property pins must be temporarily disturbed they shall be referenced out and replaced in the manner directed by the engineer.

6. **DEFINITION OF SLOPES**

Slope designations shown on the drawings or outlined herein are expressed as the relationship of the horizontal component to the vertical component. As an example, this means that 2:1 slope has a horizontal component of 2 units and a vertical component of 1 unit.

7. **DAYS OF WORK AND HOURS OF WORK**

Construction work will not be permitted on Saturdays, Sundays, nor on New Year's Days, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day, nor any other holidays declared by the federal government. However, the Owner/Resort, when in his opinion it is justified, may grant the contractor permission to work on any of the above days upon written application by the contractor a minimum of 72 hours in advance.

Regular work shifts shall be eight (8) to ten (10) hours daily between the hours from 7:00 a.m. to 6:00 p.m., Monday through Friday, except on holidays indicated above. Time of beginning and ending the day's work shall be approved by the engineer. Work on week-ends or holidays will be subject to the written approval of the engineer. Approval shall be requested in writing at least 72 hours in advance. When for good reason short periods of overtime work are required, the engineer may give approval without advance written notice.

8. **PRE-CONSTRUCTION CONFERENCE AND PROJECT MEETINGS**

Prior to commencing work on this contract, there will be a pre-construction conference with the owner, engineer, and other representatives designated by the owner. The purpose of this conference will be to discuss the authorities, duties, and responsibilities of parties involved and to plan operating procedures mutually satisfactory to those involved. It will also present an opportunity to resolve any questions regarding performance under the contract which have not been previously resolved.

To enable orderly review of progress during construction and to provide for systematic discussion of problems, the project engineer may conduct project meetings throughout the construction period. In general project meetings may be held biweekly in accordance with a mutually acceptable schedule.

Persons designated by the contractor to attend and participate in project meetings shall have all required authority to commit the contractor to solutions as agreed upon in the project meetings. The agenda shall be made available to all parties at least 24 hours in advance of the meeting. To the maximum extent practicable, project meeting shall be held at the job site.

9. FINAL INSPECTION

Final inspection will be made by the owner and engineer when requested and when the contractor advises that all the materials have been furnished, all the work has been performed, and all the construction provided for by the contract has been completed in accordance with its terms. The Contractor shall note the workmanship requirements for concrete and asphalt noted in the respective sections.

Request for final inspection shall be submitted in writing by the contractor to the owner at least 5 working days prior to the requested date of final inspection to allow sufficient preparation and scheduling by owner and engineer.

Acceptance will be made by the owner on the date when all materials, work or other requirements of the drawings and project manual are furnished or completed. The contractor will be advised in writing of the date the work is determined to be completed and accepted and until such acceptance the contractor will be responsible for all work performed and materials delivered.

10. ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Bid schedule, and terms and conditions of Agreement.
- b. Written bidding instructions.
- c. Special Provisions.
- d. Drawings.
- e. Technical Provisions
- f. General Provisions.
- g. Submittal.

11. CONTRACT DOCUMENTS

Upon request a maximum of two (2) sets of contract drawings and Contract Documents shall be furnished to the contractor after award without charge, except applicable publications incorporated by reference to be furnished on request at the cost of reproduction.

12. RECORD DRAWINGS

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

They shall include all the information shown on the contractor's set of drawings and a record of all deviations, modifications or changes from those drawings, however minor, which were incorporated in the work, all additional work not appearing on the contract drawings and all

changes which are made after final inspection of the contract work.

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

- a. The location and description of any utility lines or other installation of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
- b. The location and dimensions of any changes from the contract drawings.
- c. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the contractor including but not limited to fabrication, erection, installation plans, and placing details, pipe sized, insulation materials, dimensions of equipment foundations, etc.
- d. All changes or modifications which result from the final inspection.
- e. All information as required in the technical provisions.

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

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

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