

**CONFEDERATED SALISH AND KOOTENAI TRIBES
KING PUMP STATION PROJECT
ADDENDUM #1**

March 30, 2026

A. GENERAL

1. This addendum shall be considered a part of the Contract Documents and shall take precedence over all requirements for the Work shown on the Drawings and/or Specifications.
2. Work not specifically changed or modified by this addendum shall be as shown on the Drawings and/or specifications or as modified by previous addendum.
3. Bidders are required to acknowledge receipt of addendum by number inserted in spaces provided on Section 6 Addendum Acknowledgement Form. Failure to do so may result in disqualification of the bid.

B. PROJECT PLANS

1. Sheet 4: Modified quantities to reflect removal of the hydroburst system, concrete pad, grading, and security fence.
2. Sheets 6, 7, 8, and 10: Updated to reflect removal of hydroburst system, concrete pad for hydroburst, grading for said concrete pad, and modification to security fencing.
3. Sheet 9: Added Note 6 stating that approved equal pumps will only be considered after contracting. The Goulds VIT 13CLC should be included in the Contractor's bid price.
4. Sheet 12: Removed detail 4 for hydroburst system mounting pad.

C. REQUEST FOR PROPOSAL

1. Section 3 Scope of Work Existing Pump Station Operation: New section added regarding existing pump station operation.
2. Section 3 Scope of Work Construction Milestones: Final payment date modified. Note regarding Milestone Completion date was added.
3. Section 3 Scope of Work Bid Item 3 Page 9: Removed references to hydroburst system. Removed requirement for Contractor to furnish the Johnson Screen. Contractor will only be responsible for installation of the screen and CSKT will procure the screens.
4. Section 3 Scope of Work Bid Item 6 Page 10: Removed references to hydroburst system.

5. Section 3 Scope of Work Bid Item 100 and 101 Page 11: Added bid alternatives for the Power Pole Removal and Furnish Inlet Screen.
6. Section 5 Cost Proposal Form Page 16: Updated title of bid item 3. Modified quantity for bid item 7.
7. Section 5 Cost Proposal Form Page 16: Added bid alternative section for bid items 100 - Power Pole Removal and 101 - Furnish Screen Inlet.

D. TECHNICAL SPECIFICATIONS

1. Specification 328200 Irrigation Pump: Added this technical specification.
2. Specification 328113 Irrigation Intake Screen: This specification was modified to remove all references to the hydroburst system.

E. DRAFT CONTRACT

1. Updated draft contract is included in the addendum.

REQUEST FOR PROPOSALS (RFP)
FLATHEAD INDIAN RESERVATION, MONTANA

KING PUMP STATION PROJECT

CONFEDERATED SALISH AND KOOTENAI TRIBES
DIVISION OF ENGINEERING AND WATER RESOURCES

The cover form shall be submitted with a service provider's response to this RFP. Failure to submit the cover form is grounds to disqualify a submittal.

COMPANY INFORMATION:

COMPANY NAME	
MAILING ADDRESS	
CITY/STATE/ZIP	
TELEPHONE	
INDIAN PREFERENCE	

SUBMITTAL SIGNATURE:

I have read and understand the requirements for CSKT DIVISION OF ENGINEERING AND WATER RESOURCES REQUEST FOR PROPOSALS King Pump Station Project and agree to provide the required services in accordance with the RFP and its contents.	
Submitted by (Printed Name):	
Title:	
Signature:	

INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume Confederated Salish and Kootenai Tribes (CSKT) or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with CSKT. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, cost proposal, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events, and be sure to submit all required items on time. Late proposal responses are not accepted.

List of RFP Attachments:

- King Pump Station Plan set, dated December 2025
- Draft Contract
- Technical Specifications

The following items MUST be included in the response for the proposal to be considered responsive. Failure to include any of these items may result in a nonresponsive determination or point deductions.

- Signed RFP cover sheet
- Signed Cost proposal form
- RFP Response Form, including point-by-point responses to the offeror qualifications and information requirements
- Indian Preference Certification, if applicable
- CSKT Debarment Form
- Complete Bid bond Form (10%)
- Signed Addendum Acknowledgement Form

SCHEDULE OF EVENTS

RFP Issuance Date.....	2/23/2026
Pre-Bid Meeting.....	3/12/2026
Questions from proposer due.....	3/25/2026
Responses and/or Addendum due from CSKT.....	4/6/2026
Proposal Due Date.....	4/15/2026
Intended Date for Contractor Selection.....	5/1/2026

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

SOLICITATION NOTICE

Notice is given that the CSKT Natural Resources Department has released this Request for Proposals and will be accepting proposals until **2:30 PM Mountain Time, April 15, 2026**, from qualified Contractors to provide services, equipment, and labor for the King Pump Station Project on the Flathead Indian Reservation. The project will construct a new pumping facility and appurtenances with a vertical turbine pump and screened intake for a private water rights holder along the newly constructed banks of a restored Jocko River channel, and the buried pipeline and underground power to connect to existing utilities.

CSKT intends to award a Small Project Agreement (Attachment 1) to the selected Contractor to complete the Work. Offerors shall familiarize themselves with the contract requirements as part of the bidding process. The CSKT project manager will be the responsible contracting officer representative for all contract-related matters.

Contractors receiving contract awards shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be identified and their experience **must** be included in the proposal. The Contractor shall be responsible to CSKT for the acts and omissions of: a) all subcontractors, or agents and of persons directly or indirectly employed by such subcontractors, and b) for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards developed from this RFP shall create any contractual relationships between any subcontractor and CSKT.

PROJECT OVERVIEW

The CSKT are implementing a large-scale restoration project on the Bison Range Reach of the Jocko River located upstream from Sčilíp (formerly Dixon), Montana in Sanders County as displayed in Figure 1. As part of the restoration project, an existing pump station that provides irrigation water to a private water rights holder, will need to be relocated to a new location along the restored river channel. The existing pump station will be removed/abandoned as part of a separate contract and is not included as part of this project. The new pump station is specifically located in the SW/4 of Section 21, Township 18 North, Range 21 West, P.M.M., Montana as shown on Figure 1. The new pump station will consist of a precast concrete vault, vertical turbine pump, screened intake, and piping appurtenances. From the new irrigation pump station approximately 540 lineal feet of 10-inch diameter plastic irrigation pipe will need to be installed and connected to the existing irrigation pipe. A new underground 3-phase power service will need to be installed with the buried irrigation pipeline and connected to the existing overhead power line to provide power to the pump station. A new security fence will be installed around the pump station.

A more complete description of the services sought for this project is provided in Section 3 Scope of Work and the Contract documents (Attachment 1). This RFP and associated items can be found on the CSKT Water Compact website at <https://www.csktwatercompact.com/documents-and-links/>.

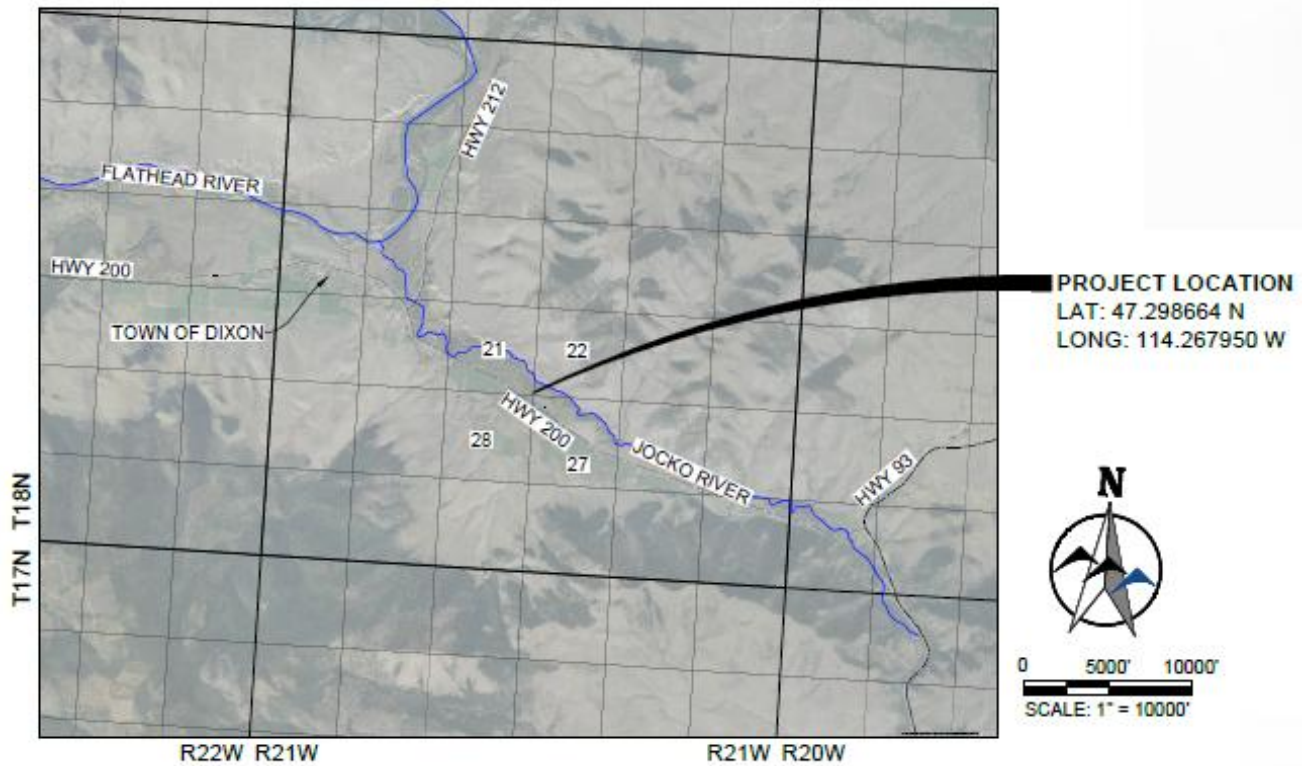


Figure 1. Overview of King Pump Station Project location

SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until an offeror(s) is selected and the selection is announced, all contact regarding the project shall be directed to:

Tabitha Espinoza, Restoration Program Manager
NRD Division of Engineering and Water Resources
(406) 675-2700 Ext. 7238
Tabitha.Espinoza@cskt.org

SUBMITTING A PROPOSAL

Offerors failing to comply with the RFP instructions may be subject to point deductions. CSKT may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

Number of Copies and Due Date. Offerors must submit one electronic PDF copy of the complete package as described here via email to Tabitha.Espinoza@cskt.org. **Electronic copies of the Proposals must be received on April 15, 2026, prior to 2:30 p.m.,** local time. Proposals received after this time will not be accepted for consideration. Facsimile submissions are not acceptable.

PRE-BID TOUR

The pre-bid tour is not mandatory but strongly encouraged. **The pre-bid tour is at 1 pm on March 12, 2026 at the CSKT Division of Engineering and Water Resources office** at the Kicking Horse complex south of Ronan, MT. Address: 33091 Mollman Pass Trail, Charlo, MT 59824. A brief field visit to the project site will follow.

INDIAN PREFERENCE

This is an Indian Preference RFP. Tribal Contractors who wish to receive Indian Preference must obtain certification by CSKT Indian Preference Office as a legitimate Indian-owned business prior to submission of a response to this RFP. In order to claim Indian Preference, proof of Indian Preference Certification must be included with the response in the form of a copy of the certificate issued by the Indian Preference Office. Be advised, evidence of membership or affiliation with a tribe does not constitute Indian Preference certification. The selection of the successful Offeror and award of this Project will be per the provisions of the CSKT Indian Preference Ordinance 101A. It is the sole responsibility of the Offeror to obtain and provide proof of Indian Preference certification from the Indian Preference Office. For more information on Indian Preference certification, contact Melinda Charlo at (406) 675-2700 extension 1045.

Selected Contractor must comply with the Indian Preference Ordinance and Regulations, which can be found here: <https://cskt.org/indian-preference-office/>.

ACKNOWLEDGEMENT OF ADDENDA

Addenda to this RFP and answers to questions from potential respondents will be posted in accordance with the schedule of events at the following link <https://www.csktwatercompact.com/documents-and-links/>. It is the responsibility of the Contractor to ensure they have received and understand any and all addenda issued.

A completed 'Addendum Acknowledgement' form is attached and must be included with all Contractor solicitation responses.

10% BID BOND

Offerors shall attach an electronic copy of their bid bond for their proposal to be responsive. Submission of the bid bond, along with a certified and effectively dated copy of the power of attorney, shall be completed and signed by all required parties. Submittal of a bid bond less than 10% of the total estimated contract amount for base period, shall result in the bid being deemed non-responsive. Failure to submit a Bid Bond from a Surety Company shall result in rejection of the offer.

CONSTRUCTION WAGE REQUIREMENTS

The Indian Self Determination and Education Assistance Act, Pub. L. 93-638, 25 USC 5301, et seq., as amended, and its implementing regulations, including but not limited to, those set forth in 25 CFR Part 1000, Subpart K, as may be amended, shall apply to construction programs and projects included in this Agreement. Contractors and subcontractors must comply with applicable Tribal laws, Federal laws, program statutes and regulations. Wage determinations can be found at: [Wage Determinations | SAM.gov](#).

Davis-Bacon Prevailing Wages: Davis-Bacon Prevailing Wages must be paid to construction personnel by the Successful Offeror and to all Subcontractors.

PRE-CONTRACTUAL EXPENSES

Respondents are responsible for all costs incurred prior to issuance of a fully executed contract. All material submitted regarding this RFP will become the property of the CSKT and will only be returned to the respondent at the CSKT's discretion.

SECTION 2: EVALUATION PROCESS

OFFEROR QUALIFICATIONS

Offeror's proposal must indicate at least 3 years of relevant past experience, providing examples of at least 2 projects of similar services, size and scope to the type proposed in this RFP. Offeror shall provide the name and qualifications of the resident (onsite) superintendent and all key personnel involved in any aspects of the contract.

EVALUATION OF PROPOSALS

All proposals will initially be classified as either "responsive" or "nonresponsive." Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal does not address the specific scope of work items described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response period and process, or subsequent discussion/negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

An evaluation committee will evaluate responsive proposals and recommend whether to award contract(s) to the highest scoring offeror, or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror.

EVALUATION CRITERIA

CSKT will offer a contract to the offeror with the best value bid to the CSKT, based on several factors outlined here. All responsive proposals will be evaluated based on a combination of offeror's references, relevant experience, method of providing services, Indian Preference score, and cost outlined in its proposal.

Bidder's submittals will be evaluated and scored by CSKT as follows:

1. Contractor experience constructing projects of similar type and scale.
2. Total cost submitted on the cost proposal form.
3. Contractor's key personnel demonstrate adequate experience, skills, and training to successfully complete the Work.
4. Indian preference certification.
5. Contractor references confirm successful and timely completion of past projects with similar scope and scale.

CSKT'S RIGHT TO INVESTIGATE AND REJECT

CSKT may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. CSKT reserves the right to accept, reject, or negotiate any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy CSKT that the offeror is properly qualified to carry out the obligations of the contract. This includes CSKT's ability to reject the proposal based on negative references, including poor efficiency or experience with operator skills or in previous project performance. Qualified personnel listed for specific tasks will be expected to perform as such.

CSKT expressly reserves the right to:

1. Reject all responses and re-advertise the Request for Proposals, with or without amended requirements
2. Base the scoring on compliance with this document, Indian Preference, responder experience and other factors
3. Reject any response in whole or in part if it is found in the public interest to do so
4. Waive informalities and irregularities in a response

Furthermore, CSKT reserves the right to withdraw this Request for Proposals at any time.

SUBMITTALS

Upon notice of selection, the bidder must provide the following documents immediately. If the bidder fails to provide required documents within 10 business days after the bid opening, CSKT retains the right to begin negotiations with the next best offeror.

- Current W-9 Form
- Proof of current worker's compensation insurance or proof of valid exemption*
- Proof of current general liability (or commercial) and automobile insurance*
- Indian Preference Compliance Plan, if applicable
- Performance Bond*
- Payment Bond*
- Final schedule, as approved by Owner

*Review draft contract in Attachment 1 for specific information regarding bond and insurance requirements

SECTION 3: SCOPE OF WORK

This Scope of Work (SOW) and attached plan sheets describe the construction activities that will occur to construction a new pump station, pipeline, power supply, and security fence along a rehabilitated portion of the Jocko River.

WORK LOCATIONS

An overview of the project location is shown on Sheet 6 on the construction plans. Owner's consultant will provide an electronic file of the project design that the Contractor can utilize to georeference and stake the project location, if desired.

SITE ACCESS AND EQUIPMENT

Minimizing damage to the floodplain is a high priority, especially within existing wetlands, which will be flagged for no entry unless Work is required and permitted in a wetland per the design. All efforts will be made to minimize driving on the site and pre-determined access routes, and staging areas are defined on Sheet 1.1. Construction specifications are outlined on Sheet 1.1 and will be adhered to throughout construction. All equipment will be weed-seed-free when brought onsite and not driven through any weedy areas subsequently. Equipment will be inspected for weed-seed prior to accessing the site, at the discretion of the Owner or Consultant.

EXISTING PUMP STATION OPERATION

Existing pump station to remain in operation for as long as possible for water supply to King Ranch. The irrigation pipeline tie into existing irrigation mainline and power pole removal (bid alternative item) work sequencing should be towards the end of the construction schedule.

CONSTRUCTION MILESTONES

The contract times and milestone dates identified in the contract are listed here. The ideal timeframe for project construction is July to August. Any delays caused by Contractor(s) may be grounds for termination of a contract and/or assessment of liquidated damages. Key dates include the following:

- Substantial completion on or before August 28, 2026
- Project complete and ready for final payment on or before September-October 28, 2026

*These dates cannot change without the express written approval by the CSKT. Note that if alternative Bid Item 101 is selected that requires the Contractor to furnish the inlet screens, then the Substantial Completion date may be extended if screens are unable to be installed by completion date. All other components would need to be completed by listed Milestone Completion date and only the installation of the screens would be extended. Screens would need to be installed within 2 weeks of arriving onsite and procurement and shipping schedule would need to be coordinated closely with Owner.

BID ITEMS. Pump station components are broken out by bid items, which correspond to the cost proposal form. It is the Contractor's responsibility to understand and propose proper sequencing for the various tasks.

BID ITEM 1: MOBILIZATION/PREP WORK Preparatory work and operations performed by the Contractor, including but not limited to those necessary for the movement of personnel, equipment,

supplies, and incidentals to the project site, temporary offices, utilities, buildings, and other facilities necessary for all work on the project. Mobilization costs for subcontracted work/personnel. All costs of the work not specifically designated for payment under other Bid Items and all project-specific overhead.

Contractor will provide all labor, tools, equipment, and incidentals necessary to complete the Work as specified.

Measurement for Mobilization/Prep Work will be made as a percentage completed of the lump sum.

BID ITEM 2: PUMP STATION This item covers the furnishing and installation of the concrete structure, piping and fittings from the structures to the inlet screen, vertical turbine pump and control panel, and all other components as shown in the details included in the Drawings. Pre-cast structures will be allowed as approved by the Engineer.

Work required: Work required under this section shall include but not be limited to the following:

- Excavation, backfill, and compaction.
- Furnishing and installing bedding material.
- Furnishing and installing forms, reinforcing steel, concrete, block outs, steps, etc., necessary to construct the structure either onsite or at a pre-cast facility.
- Furnishing and installing manhole lid.
- Furnishing and installing all fittings, valves, and supports in the structure and fittings outside the structure necessary to connect to irrigation piping.
- Coating exposed metals.
- Connecting system piping to the structure and valves for the inlet piping.
- Furnishing and installing steel piping and fittings from the pump to where the pipe transitions from above ground to underground.
- Furnishing and installing steel piping and fittings from the vault structure to the connection with the steel intake screen.
- Furnishing and installing all above ground bends, flow meter, pressure gauge, above ground valves, pipe supports, and fittings.
- Furnishing and installing (1) vertical turbine pump, control panel, appurtenances, electrical connections, pump start-up, and training with the Owner and private landowner.
- Furnishing and installing low-level shut-off float.
- All labor, tools, equipment, materials, and incidentals necessary to complete work as specified.

Measurement for Pump Station will be made as a percentage completed of the lump sum.

BID ITEM 3: SCREEN INLET ~~AND HYDROBURST SYSTEM~~ This item covers the ~~furnishing and installation of the Johnson Screens; or approved equal, and the Johnson Screens Hydroburst system; or approved equal.~~ **furnishing and installation of the Johnson Screens.**

Work required: Work required under this section shall include but not be limited to the following:

- ~~Furnishing and installing Johnson Screens.~~ **Furnishing and installing Johnson Screens.**
- ~~Furnishing and installing Johnson Screens Hydroburst system.~~

- Furnishing and installing stainless steel bolts to attach screen to concrete pad.
- ~~All startup, testing, and operator training for the Hydroburst system.~~
- All labor, tools, equipment, materials, and incidentals necessary to complete work as specified.

Measurement for Screen Inlet ~~and Hydroburst System~~ will be made as a percentage completed of the lump sum.

BID ITEM 4: CONCRETE SLAB This item covers the furnishing and installation of the concrete pad for the intake screen as indicated on the Drawings and in the Contract Documents.

Work required: Work required under this section shall include but not be limited to the following:

- Submittal of concrete and reinforcing steel to the Engineer for approval.
- Furnishing and installing forms, reinforcing steel, concrete, block outs, etc. necessary to construct concrete splash pads where necessary.
- All labor, tools, equipment, materials, and incidentals necessary to complete work as specified.

Measurement for Concrete Slab will be made as a percentage completed of the lump sum.

BID ITEM 5: IRRIGATION PIPE This item covers the furnishing and installation of irrigation piping from the start of the buried pipe section at the irrigation pump station to where the pipe connects to the existing irrigation pipe in the sizes, types, and classes as indicated on the Drawings and in the Contract Documents.

Work required: Work required under this section shall include but not be limited to the following:

- Providing submittals to the Engineer for approval.
- Trench Excavation, backfill, and compaction.
- Furnishing and installing pipe with gaskets, lubricants, etc.
- Furnishing and installing all bends and fittings.
- Furnishing and installing pipe bedding.
- Furnishing and installing detectable warning tape.
- Furnishing and installing all air valves and pup out ports.
- Installing thrust and anchor blocking.
- Testing, including pressure and leakage testing.
- All labor, tools, equipment, materials, and incidentals necessary to complete work as specified.

Measurement for Irrigation Pipe will be made on an installed and approved lineal foot basis.

BID ITEM 6: POWER SERVICE This item covers the coordination and installation of a new power supply lines from the local utility to the irrigation pump ~~and hydroburst system~~, as indicated on the drawings and in these Contract Documents.

Work required: Work required under this section shall include but not be limited to the following:

- Coordination and obtaining necessary permits from the local utility for the new power supply lines.
- Paying for the installation of the new power supply line and appurtenances to the irrigation vertical turbine pump ~~and hydroburst system.~~
- All labor, tools, equipment, materials, and incidentals necessary to complete work as specified.

Measurement for Power Service will be made as a percentage completed of the lump sum.

BID ITEM 7: SECURITY FENCE This item covers installation of security fence and gate around the pumps station as indicated on the Drawings and in the Contract Documents.

Work required: Work required under this section shall include but not be limited to the following:

- Furnishing and installing fence materials.
- Furnishing and installing gate.
- All labor, tools, equipment, materials, and incidentals necessary to complete work as specified.

Measurement for Security Fence will be made on an installed and approved lineal foot basis.

BID ITEM 8: SITE RESTORATION This item covers seeding and fertilizing, with approved mixtures, all areas that the Contractor disturbs, which may include but is not limited to access road, spoil areas, equipment areas, materials storage areas, and any other areas disturbed by the work.

Work required: Work required under this section shall include but not be limited to the following:

- Submittal of seed and fertilizer mixtures to the Engineer for approval.
- Strip, salvage, and stockpile existing sod, as applicable. Salvaged sod can be replaced after proper backfill and compaction on disturbed areas to reduce the need for new topsoil and seeding.
- Seed bed preparation. Ensure a minimum of 6-inches of topsoil is placed in the areas that will be seeded. If inadequate topsoil quantities are available from the stripped topsoil volume, the Contractor is responsible for sourcing additional topsoil and providing a submittal to the Engineer for review.
- Seeding, fertilizing and mulching the disturbed areas.
- Protection of the seeded areas and reseeded as required during the maintenance period.
- All labor, tools, equipment, materials, and incidentals necessary to complete work as specified

Measurement for Site Restoration will be made as a percentage completed of the lump sum.

BID ALTERNATIVES

BID ITEM 100: POWER POLE REMOVAL This item covers the removal and proper disposal of existing power poles that supply power to the existing pump station. Only poles north of the proposed power drop and supply for this project would need to be removed.

Work required: Work required under this section should include but not be limited to the following:

- Coordination with Mission Valley Power for the removal of the existing poles.
- Removal and proper disposal of existing power poles, electrical wiring, pole supports, and any other pole appurtenances.
- All labor, tools, equipment, materials, and incidentals necessary to complete work as specified

Measurement for Power Pole Removal will be made as per each based on the unit price.

BID ITEM 101: FURNISH SCREEN INLET This item covers only the procurement and furnishing of the Johnson Screens. Base bid item no. 3 covers in the installation of the screens.

Work required: Work required under this section should include but not be limited to the following:

- Procure and furnish Johnson Screens.
- Coordinate screen shipping and protect screens when they arrive onsite.

Measurement for Furnish Screen Inlet will be made as a percentage completed of the lump sum.

GENERAL DUTIES AND RESPONSIBILITIES

The Work described in this RFP will be completed adjacent to and concurrent with a larger construction project for the restoration and realignment of the Jocko River. It is the responsibility of the Contractor to safely share access and haul routes and promptly communicate access-related issues with the Owner, as needed. Contractor must stay on developed access routes, and respect fences and gated closures throughout the duration of the project. Any impacts to lease land or operations caused by the Contractor must be rectified by the Contractor at the expense of the Contractor as soon as reasonably possible to the satisfaction of the Owner.

The King Pump Station and Jocko River Rehabilitation projects are authorized together with all the required permits, consultations and NEPA documentation. Work under this RFP will comply with all permits and consultation requirements. Key requirements are included here, but other applicable requirements will be communicated by the Owner, as needed. The Owner shall prepare a permit binder for the Contractor with all relevant permits prior to construction, which shall remain onsite for the duration of construction. Relevant CSKT staff, the consultant and the contractor will have a pre-construction meeting to discuss environmental protection requirements among other construction-related details.

All equipment, vehicles and tools to be used for the project will be pressure washed or appropriately cleaned prior to arrival onsite to reduce the risk of transporting noxious or invasive species. The Owner reserves the right to inspect all equipment prior to entry into the work area. Noxious weeds are present in the project area and care must be taken when demobilizing from the project area to prevent the spread of weeds.

All equipment shall be free of leaks or other mechanical deficiencies that may lead to a release of petroleum or other deleterious products.

The Contractor shall define an equipment refueling area that precludes potential release of petroleum products and shall maintain spill containment equipment onsite that meets the requirements of the Owner.

Protection of Tribal Resources is of the utmost importance. At all times the Contractor shall work to minimize damage to soils, plants, wildlife, and cultural sites on the Reservation. Vehicles and equipment shall only be operated in approved access zones and on established roads or routes. Damage caused by unauthorized access or disturbance shall be repaired by the Contractor, at no cost and to the satisfaction of the CSKT.

Conservation Measures for Grizzly Bears

Due to the potential presence of Grizzly Bear in the Action Area, the following actions and precautions must be adhered to when working within any construction or staging site to minimize disturbance and attracting bears to the Work site. Avoiding potential conflicts with Grizzly Bears is vital to the persistence of the species; therefore, the following precautions need to be followed at the Work site:

- Anyone working in grizzly bear habitat (i.e., Contractors, partners, and tribal employees) will be briefed on bear-country safety, including use of bear spray and measures to avoid providing attractants and minimizing potential for conflicts and disturbance to bears.
- All workers will be equipped with and carry bear spray.
- Promptly clean up any project related spills, litter, garbage, debris, etc.
- Store all food, food related items, petroleum products, antifreeze, garbage, and personal hygiene products inside a closed, hard-sided vehicle or commercially manufactured IGBC Certified bear resistant container.
- Remove garbage from project sites daily and dispose of it in accordance with applicable regulations. Anyone working in grizzly bear habitat (i.e., Contractors, partners, and Tribal employees) will comply with applicable attractant storage orders (<https://igbconline.org/bear-aware/food-storage/>). If no specific rule exists for the area, a review and adaptation of the available food storage orders will be considered adequate.
- Activities will adhere to all grizzly bear-related requirements in Tribal Forest Management Plans and Resource Management Plans, Terms and Conditions in past and future consultations, and other management plans. This includes consistency with any Forest-specific bear safety plans.
- Between April 1 and June 1, all activities will avoid high-quality spring habitats wherever feasible. If not feasible to avoid these areas, projects in quality spring habitats during the spring season will be completed in 5 or fewer days. These areas are defined as snow-free forested and open habitats that afford fresh green-up of grasses, roots, and bulbs, as well as foraging opportunities for small rodents, and may include riparian areas, meadows, open grassy parklands, and avalanche chutes.
- Camping for project-related activities will occur at developed campgrounds or if at dispersed sites, will consist of ≤20 individuals for up to 5 days per campsite.
- Grizzly bear sightings and/or incidents will be reported to the CSKT Wildlife Management office within 48 hours.
- Notify the CSKT Wildlife Management Program of any animal carcasses found in the area.
- Remove garbage from the project site daily and dispose of it in accordance with all applicable

regulations.

Cultural Mitigation Measures

- A CSKT TPD monitor will be present during all ground disturbance activities to inspect for unexpected archaeological resources that may be uncovered. The Contractor shall contact the CSKT TPD two weeks prior to any ground disturbing activities to arrange for TPD staff to be present during this phase of construction.
- Any archaeological or historical artifacts discovered during construction shall be left intact and undisturbed, all Work in the area shall cease immediately, and the CSKT TPD (406.675.2700 ext. 1075) shall be notified immediately pursuant to 36 CFR 800.13. Commencement of operations shall be allowed upon notification by the CSKT TPD.
- If during construction operations, any human remains, funerary objects, sacred objects, or objects of cultural patrimony, as defined in the Native American Graves Protection and Repatriation Act (P.L. 101-601; Stat. 3048; 25 U.S.C. 3001), are discovered, the Contractor shall cease operations in the immediate area of discovery, protect the remains and objects, and shall immediately notify the CSKT TPD (406.675.2700 ext. 1075) of the discovery by telephone with written confirmation. The Contractor shall continue to protect the immediate area of the discovery until notified by the CSKT Tribal Preservation Department that operations may continue.

Ground Disturbance Mitigation Measures

- Water shall be applied, as needed, to control dust during all phases of construction.
- The Contractor shall adhere to all applicable tribal, state, and federal regulations when obtaining construction water.

Other Mitigation Measures

- In compliance with Executive Order 13112, the Contractor shall implement noxious weed control.
- In compliance with Executive Order 13112, the Contractor shall inspect all earth-moving and hauling equipment. All equipment shall be cleaned of visible dirt or plant parts prior to entering the construction site to prevent the introduction of noxious weed seed.
- In compliance with Executive Order 13112, the Contractor shall inspect all construction equipment and remove all attached plant/vegetation and soil/mud debris prior to leaving the construction site.
- In compliance with the Migratory Bird Treaty Act (MBTA), if trees or shrubs must be removed, the Contractor shall remove all trees and shrubs during the non-breeding season (generally August 15 - April 15).
- In compliance with the MBTA, if trees or shrubs must be removed during the nesting season (generally April 15 – August 15), the Contractor shall arrange for a qualified biologist to survey impacted areas prior to initiating the project.

SECTION 4: RFP RESPONSE FORM

(USE ADDITIONAL SHEETS AS NECESSARY)

OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order to determine the capabilities of an offeror to perform the services specified in Section 3, the offeror must respond to the following regarding its ability to meet contract requirements.

NOTE: Each item below must be completely addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

1. **Proposal Documents**. In addition to this form, offeror must provide:

- a. Signed copy of the RFP Cover Sheet,
- b. Completed cost proposal form (Section 5),
- c. Signed CSKT Debarment Form,
- d. Complete Bid bond Form (10%),
- e. Indian Preference Certification, if applicable, and
- f. Signed Addendum Acknowledgement Form

2. **References**. Offeror shall provide a minimum of two, but no more than four, references for the type of services proposed in this RFP. The offeror shall provide the following details for each reference:

- a. The customer's name,
- b. The project name and location where the supplies and/or services were provided,
- c. Contact person(s), customer's telephone number, and
- d. A description of the project type and dates the services were provided.

These references may be contacted to verify offeror's ability to perform the contract. CSKT reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

3. **Resumes/Company Profile**. Offeror shall provide:

- a. A narrative describing how long the company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name, and
- b. Resumes must be provided for all key personnel who will be involved with any aspects of the contracted Work, which detail qualifications, relevant work experience, years of experience, education, skills, etc.. Key personnel must include a resident superintendent, and any in-stream equipment operators.

4. **Experience/Project Examples**. Offeror shall provide a complete description of at least 2 relevant past projects, to include:

- a. Project name and location,

- b. Work performed (photographs of proven work is encouraged if possible), and
- c. Size and duration of project.

SECTION 5: COST PROPOSAL FORM

Quantities: The number of quantities are estimates only and will be the basis for evaluation of bids. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer, and approved by the Owner.

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Mobilization/Prep. Work	LUMP SUM	1		
2	Pump Station	LUMP SUM	1		
3	Screen Inlet and Hydroburst System	LUMP SUM	1		
4	Concrete Slab	LUMP SUM	1		
5	Irrigation Pipe	LINEAR FEET	540		
6	Power Service	LUMP SUM	1		
7	Security Fence	LINEAR FEET	106112		
8	Site Restoration	LUMP SUM	1		
Total of all extended prices for Estimated Quantities of Work					

Total Bid Price (in words): _____

Bid Alternatives

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
<u>100</u>	<u>Power Pole Removal</u>	<u>EA</u>	<u>3</u>		
<u>101</u>	<u>Furnish Screen Inlet</u>	<u>LUMP SUM</u>	<u>1</u>		
Total of all extended bid alternative prices for Estimated Quantities of Work					

Total Alternative Bid Price (in words): _____

Offeror:

Company Name _____

Address _____

Telephone _____

Date _____

Contact Name _____

Signature _____

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



Addendum Acknowledgement Form

Offeror acknowledges receipt of the following addenda which are attached to the SOQ:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive and omitted from consideration.

BID BOND FOR CS&KT CONTRACTS

PRINCIPAL (Legal name and business address)	DATE BOND EXECUTED (Must not be later than bid opening date)
	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation
	STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE *	AMOUNT NOT TO EXCEED				BID DATE	SOLICITATION/SPECIFICATIONS
	MILLIONS	THOUSANDS	HUNDREDS	CENTS	FOR	<input checked="" type="checkbox"/> Construction <input type="checkbox"/> Supplies <input type="checkbox"/> Services

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to THE CONFEDERATED SALISH AND KOOTENAI TRIBES (hereinafter called the Tribes) in the above penal sum. For payment of the penal sum, we bind ourselves, our hires, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Tribes of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executed the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal, or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Tribes for any costs of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of time for acceptance of the bid that the Principal may grant to the Tribes. Notice to surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. _____ <div style="text-align: right;">(Seal)</div>	2. _____ <div style="text-align: right;">(Seal)</div>	3. _____ <div style="text-align: right;">(Seal)</div>	CORPORATE
NAME(S) & TITLE(S) (typed)	1. _____	2. _____	3. _____	SEAL

* Not less than 10 percent of the bid price. (A bid guarantee is required with any bid in excess of \$25,000. The bid guarantee shall be in the amount of 10 percent of the total amount of the bid or \$3,000,000, whichever is less.)

CORPORATE SURETY(IES)					
	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	CORPORATE
A	SIGNATURE(S)				SEAL
	NAME(S) & TITLE(S) (Typed)				
CORPORATE SURETY(IES)					
	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	CORPORATE
B	SIGNATURE(S)				SEAL
	NAME(S) & TITLE(S) (Typed)				
CORPORATE SURETY(IES)					
	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	CORPORATE
C	SIGNATURE(S)				SEAL
	NAME(S) & TITLE(S) (Typed)				

INSTRUCTIONS

1. This form is authorized for use when a bid guarantee is required. Any deviation from this form will require the written approval of the Tribes.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (A, B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 (b) The use of individual Sureties will not be acceptable to the Tribes.
5. Corporations executing the bond shall affix their corporate seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

TABLE OF CERTIFICATIONS

By signature of the Offeror, the Offeror certifies, to the best of its knowledge and belief, that:	
1. The Offeror <input type="checkbox"/> has, <input type="checkbox"/> has not employed or retained a person or company to solicit or obtain this contract. In accordance with the provisions in section E which is entitled "REPRESENTATIONS, CERTIFICATIONS, AND OTHER OFFEROR STATEMENTS".	Check applicable box
2. The Offeror <input type="checkbox"/> has, <input type="checkbox"/> has not paid or agreed to pay a person or company retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent on award of this contract. In accordance with the provisions in section E which is entitled "REPRESENTATIONS, CERTIFICATIONS, AND OTHER OFFEROR STATEMENTS".	Check applicable box
3. The Offeror and/or any of its principals <input type="checkbox"/> are, <input type="checkbox"/> are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency. In accordance with the provision in section E entitled "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.".	Check applicable box
4. The Offeror has within a 3-year period preceding this offer, <input type="checkbox"/> has, <input type="checkbox"/> has not been convicted of or had a civil judgment rendered against them for: commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. In accordance with the provision in subsections of section E entitled "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.".	Check applicable box
5. The Offeror <input type="checkbox"/> is, <input type="checkbox"/> is not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in 2. above. In accordance. with the provision in subsections of section E entitled "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.".	Check applicable box
6. The Offeror <input type="checkbox"/> has, <input type="checkbox"/> has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by the Tribes or any Federal agency. In accordance with the provision in sub-sections of section E entitled "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.".	Check applicable box

By signature of the offeror, the Offeror certifies, to the best of its knowledge and belief, that:	
7. The Offeror <input type="checkbox"/> has, <input type="checkbox"/> has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in section 310 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114. In accordance with the provision in section E entitled "PREVIOUS CONTRACTS AND COMPLIANCE REPORTS".	Check applicable box
8. The Offeror <input type="checkbox"/> has, <input type="checkbox"/> has not filed all required compliance reports. In accordance with the provision in section E entitled "PREVIOUS CONTRACTS AND COMPLIANCE REPORTS".	Check applicable box
9. All facilities used in the performance of this proposed contract <input type="checkbox"/> are, <input type="checkbox"/> are not listed on the Environmental Protection Agency (EPA) List of Violating Facilities. In accordance with the provision in section E entitled "CLEAN AIR AND WATER CERTIFICATION".	Check applicable box
10. The Offeror <input type="checkbox"/> has, <input type="checkbox"/> has not used or will use Federal appropriated funds for influencing the award of any Federal contract. In accordance with the provision in section E entitled "CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS".	Check applicable box
11. The Offeror <input type="checkbox"/> is, <input type="checkbox"/> is not submitting a bid as an Indian-Owned business and wishes to receive Indian Preference per the Confederated Salish and Kootenai Tribes Indian Preference Ordinance 101 A and Regulations. A copy of the valid and current Indian-Owned Business Certificate must be attached to these bid documents to receive Indian Preference.	Check applicable box

Signature of Offeror or Offeror's Representative

Date

Request for Proposals – King Pump Station Project

List of RFP Attachments:

- King Pump Station Plan set, dated December 2025
- Draft Contract
- Technical Specifications

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Agreement entered into on the _____, (“Effective Date”) is by and between **the Confederated Salish and Kootenai Tribes-NRD, Division of Engineering and Water Resources** (“Owner”) and **[name of contracting entity]** (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **King Pump Station Project** will construct a new pumping facility and appurtenances with a vertical turbine pump and screened intake for a private water rights holder along the newly constructed banks of a restored Jocko River channel, and the buried pipeline and underground power to connect to existing utilities.
 - 2. The Site of the Work areas are described in greater detail in the Contract Documents but generally located **in the SW/4 of Section 21, Township 18 North, Range 21 West, in Sanders County, MT.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Construction Specifications and Design Drawings (Attachment A).
 - 3. The following which may be delivered or issued before or after the Effective Date of the Contract:
 - a. CSKT Performance Bond form
 - b. CSKT Payment Bond form
 - c. CSKT Debarment Form
 - d. CSKT Invoice Certification and Request for Payment Form
 - e. W-9 form
 - f. Work Change Directives form
 - g. Change Orders form
 - h. Field Orders form
 - i. Proof of current worker's compensation insurance or proof of valid exemption
 - j. Proof of current general liability (or commercial) and automobile insurance

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **WWC Engineering**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **August 28, 2026** and completed and ready for final payment on or before **October 28, 2026**.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,000.00 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to

an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Milestones

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 [All work to allow for the pump station to safely and efficiently pump water by August 28, 2026. Milestone shall include pump station start-up and testing with Owner and Engineer.]

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization/Prep. Work	LS	1		
2	Pump Station	LS	1		
3	Screen Inlet	LS	1		
4	Concrete Slab	LS	1		
5	Irrigation Pipe	LF	540		
6	Power Service	LS	1		
7	Security Fence	LF	106		
8	Site Restoration	LS	1		
Total of all extended prices for Estimated Quantities of Work					\$

Bid Alternatives

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>

100	Power Pole Removal	EA	3		
101	Furnish Screen Inlet	LUMP SUM	1		
Total of all extended bid alternative prices for Estimated Quantities of Work					\$

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS, INSURANCE, AND OTHER REQUIRED DOCUMENTS

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before this Agreement is signed, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>500,000.00</u>
Bodily Injury By Disease, each Employee	\$ <u>500,000.00</u>
Bodily Injury/Disease Aggregate	\$ <u>2,000,000.00</u>

b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000.00</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000.00</u>
Personal and Advertising Injury	\$ <u>2,000,000.00</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000.00</u>

c. Automobile Liability herein:

Combined Single Limit of: \$ 2,000,000.00

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

6.03 Other Documentation Required

- A. Within ten (10) business days of notice of contingent award, Contractor shall provide the following, necessary for CSKT contract administration:
- Proof of Insurance
 - Workman's Compensation

- Completed W-9 form
- B. Once received in complete form, CSKT review and approval is necessary in order to issue a DocuSign link for contract execution. Owner may issue a Notice to Proceed after proper approval. Owner will return one fully executed counterpart of the Agreement as an electronic copy of the Contract Documents.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes/Fees

- A. Contractor shall give all notices required by and shall comply with all local, state, tribal and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes or fees Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to the Tribal Court of the Confederated Salish and Kootenai Tribes.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to

Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment using **CSKT Invoice Certification Form**, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. Not used.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law laws of the Confederated Salish and Kootenai Tribes to the extent not superseded or pre-empted by federal law. In the event of legal action, the parties agree and covenant that the exclusive forum to hear such cause or enforce such obligation shall be the Tribal Court of the Confederated Salish and Kootenai Tribes. Nothing in this agreement shall be interpreted as waiving the sovereign immunity of the Confederated Salish and Kootenai Tribes.

17.07 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 Performance of Work by the Contractor

- A. The Contractor shall perform on the site, and with its own organization, work equivalent to at least **60 percent** of the total amount of work to be performed under the contract.
- B. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Owner determines that the reduction would be to the advantage of the Tribes.

17.10 Audit and Records

- A. The Contractor, upon written request of the Tribes, shall make available financial records pertinent to its performance of this Agreement for the purposes of financial audit.
- B. The Contractor agrees that the Tribes or any of its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any of the Contractor’s records related to this Agreement.

17.11 Officials Not to Benefit

- A. No member of or delegate to Congress, Tribal Council member, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

17.12 Construction Wage Rate Requirements

- A. The Indian Self Determination and Education Assistance Act, Pub. L. 93-638, 25 USC 5301, et seq., as amended, and its implementing regulations, including but not limited to, those set forth in 25 CFR Part 1000, Subpart K, as may be amended, shall apply to construction programs and projects included in this Agreement. Contractors and subcontractors must comply with applicable Tribal laws, Federal laws, program statutes and regulations.

17.13 Notices

All notices required or permitted under this Agreement shall be signed and in writing, and shall be delivered to the party to be notified in person or by depositing the same in the United States mail, certified, to the appropriate following address:

Owner - Confederated Salish & Kootenai Tribes	Contractor –
Attn: NRD-DEWR Tabitha Espinoza	Attn:
PO Box 278	Address
Pablo, MT 59855	City State Zip

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IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement on the date first written above.

CONTRACTOR:

Contractor Date

Name, Title
Email

CONFEDERATED SALISH AND KOOTENAI TRIBES:

Department Head Date

Director Date

Executive Officer Date

Tribal Council Chair Date

Insert:

- Scope of Project (copy what was issued in the RFP)
- Construction Specs & Design Drawings (copy what was issued in the RFP)
- Project Schedule/Milestones (if any)

DRAFT

PUMP STATION QUANTITIES			
ITEM	QUANTITY	UNIT	
COMPACTED FILL	22	CUYD	
REINFORCED CONCRETE (VAULT)	13	CUYD	PRECAST
REINFORCED CONCRETE (INTAKE SCREEN SLAB)	0.6	CUYD	CAST-IN-PLACE
REINFORCED CONCRETE (HYDROBURST SYSTEM SLAB)	0.0	CUYD	CAST-IN-PLACE
6" SCH 40 STEEL INTAKE PIPE	8	LF	
12" SCH 40 STEEL INTAKE PIPE	38	LF	
JOHNSON SCREENS INLET SCREEN AND HYDROBURST SYSTEM	1	EA	OR APPROVED EQUAL
GOULDS 100 HP VIT 13CLC VERTICAL TURBINE IRRIGATION PUMP	1	EA	OR APPROVED EQUAL
SECURITY FENCE	106	LF	
PIPELINE QUANTITIES			
ITEM	QUANTITY	UNIT	
NEW 3-PHASE UNDERGROUND POWER SERVICE	510	LF	
10" SCH. 40 STEEL PIPE	22	LF	
10" SCH 40 22.5° STEEL ELBOW	1	EA	
10" PIP (CLASS 160) PIPE	540	LF	
10" 22.5° PIP ELBOW	2	EA	
10" 45° PIP ELBOW	4	EA	
FLOW METER	1	EA	
STEEL PIPE DRAIN	1	EA	
PRESSURE GAUGE	1	EA	
10" BUTTERFLY VALVE	1	EA	
NELSON ACV200 AIR VALVE	1	EA	OR APPROVED EQUAL
PUMP OUT PORT ASSEMBLY	1	EA	

NOTES:

1. QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY ALL QUANTITIES FOR BIDDING PURPOSES.

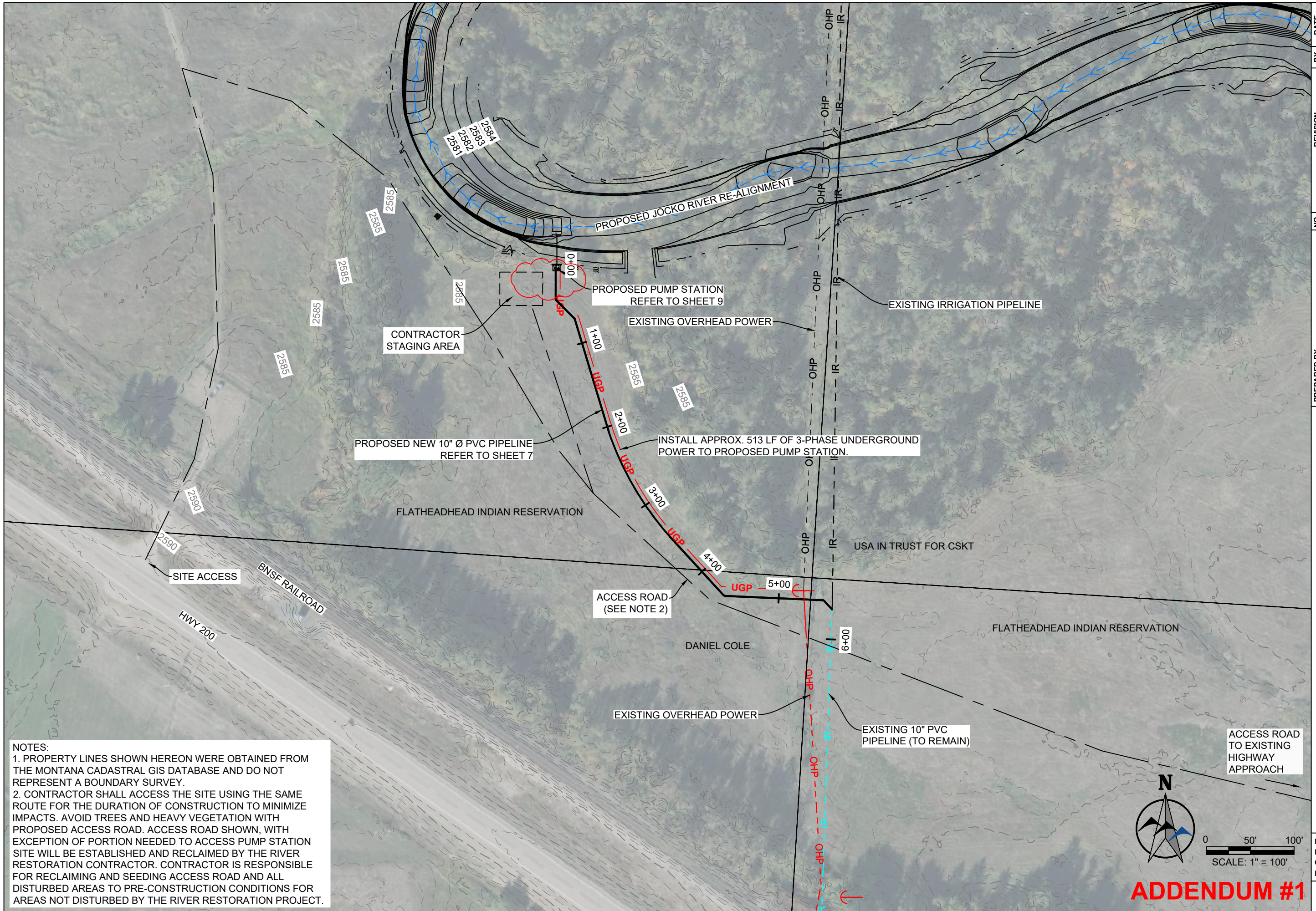
NO.	REVISION	BY	DATE
1	ADD: #1 - RMVE. HYDROBURST SYSTEM	JDF	03/20/2026

PREPARED BY


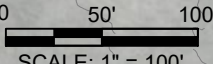
WWC ENGINEERING
 1275 MAPLE STREET, SUITE F
 HELENA, MT 59601
 (406) 443-3962
 www.wwcengineering.com

CONFEDERATED SALISH AND KOOTENAI TRIBES
KING PUMP STATION
QUANTITIES
 SANDERS COUNTY, MT

DESIGNED BY: JDF
 DRAWN BY: JDF
 CHECKED BY: DDP
 DATE: 12/19/2025



NOTES:
 1. PROPERTY LINES SHOWN HEREON WERE OBTAINED FROM THE MONTANA CADASTRAL GIS DATABASE AND DO NOT REPRESENT A BOUNDARY SURVEY.
 2. CONTRACTOR SHALL ACCESS THE SITE USING THE SAME ROUTE FOR THE DURATION OF CONSTRUCTION TO MINIMIZE IMPACTS. AVOID TREES AND HEAVY VEGETATION WITH PROPOSED ACCESS ROAD. ACCESS ROAD SHOWN, WITH EXCEPTION OF PORTION NEEDED TO ACCESS PUMP STATION SITE WILL BE ESTABLISHED AND RECLAIMED BY THE RIVER RESTORATION CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR RECLAIMING AND SEEDING ACCESS ROAD AND ALL DISTURBED AREAS TO PRE-CONSTRUCTION CONDITIONS FOR AREAS NOT DISTURBED BY THE RIVER RESTORATION PROJECT.



 SCALE: 1" = 100'
ADDENDUM #1

NO.	REVISION	BY	DATE
1	ADD. #1 - RMVE. HYDROBURST SYSTEM	JDF	03/20/2026

PREPARED BY
 **WWC** ENGINEERING
 1275 MAPLE STREET, SUITE F
 HELENA, MT 59601
 (406) 443-3962
 www.wwcengineering.com

CONFEDERATED SALISH AND KOOTENAI TRIBES
KING PUMP STATION
OVERALL SITE PLAN
 SANDERS COUNTY, MT

DESIGNED BY: JDF
 DRAWN BY: JDF
 CHECKED BY: DDP
 DATE: 12/19/2025
 SHEET
6

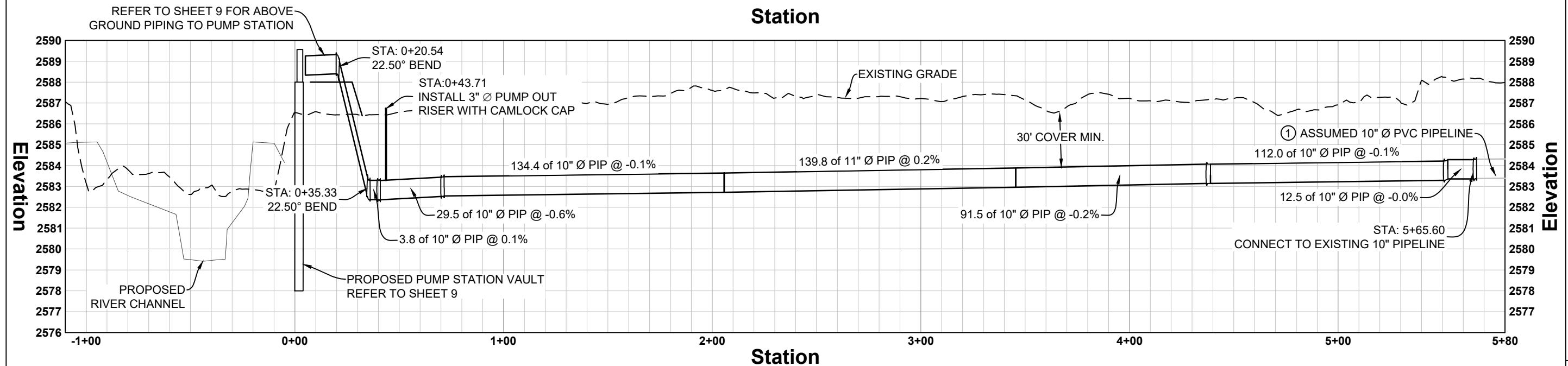
PROJECT NO. 2024138

K:\HelenaRIVER DESIGN GROUP INC\2024\138 King Pump House Engineering\GIS\CAD\Sheets\Civil\24 138-PP-PIPE.dwg PIPELINE PLAN & PROFILE 3/20/2026 4:05:07 PM



Profile View of Irrigation Pipeline

Station



- NOTES:
- CONTRACTOR TO FIELD VERIFY LOCATION, TYPE, CONDITION AND DEPTH OF EXISTING IRRIGATION MAIN TO TIE TO AND PROVIDE ADEQUATE FITTINGS AND THRUST BLOCKS.
 - ALL ELEVATIONS ARE TO TOP OF PIPE UNLESS OTHERWISE NOTED.

ADDENDUM #1

NO.	REVISION	BY	DATE
1	ADD #1 - RMVE. HYDROBURST SYSTEM	JDF	03/20/2026

PREPARED BY: **WWC ENGINEERING**
 1275 MAPLE STREET, SUITE F
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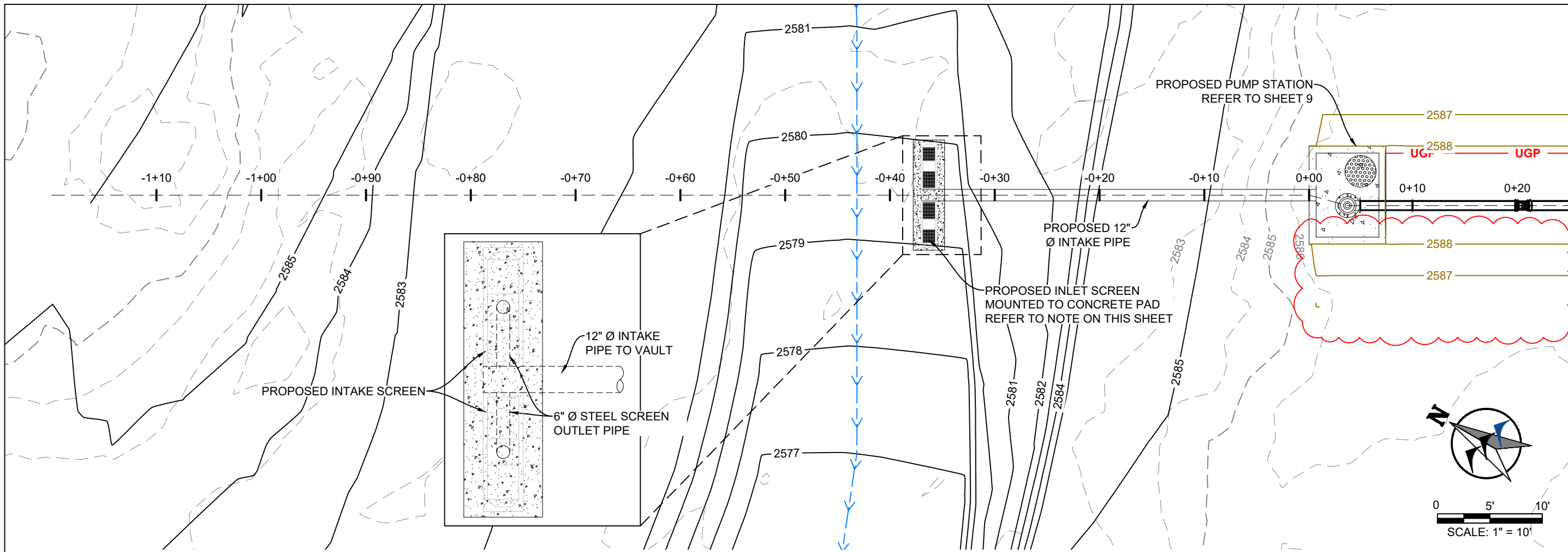
PROJECT NO. 2024138

CONFEDERATED SALISH AND KOOTENAI TRIBES
KING PUMP STATION
PIPELINE PLAN & PROFILE
 SANDERS COUNTY, MT

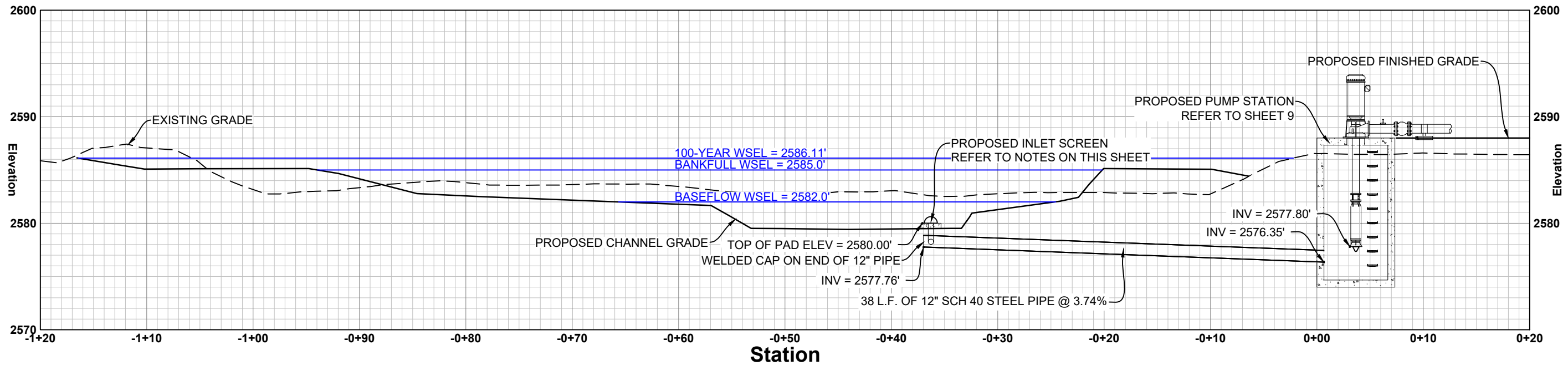
DESIGNED BY: <u>JDF</u>
DRAWN BY: <u>JDF</u>
CHECKED BY: <u>DDP</u>
DATE: <u>12/19/2025</u>

SHEET **7**

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Profile View of Irrigation Pipeline



NOTES:

1. INTAKE SCREEN SHALL BE A JOHNSON SCREENS LOW PROFILE HALF T14 HIGH CAPACITY INTAKE SCREEN OR APPROVED EQUAL.
2. 6" SCREEN OUTLET PIPES SHALL BE WELDED TO 12" INTAKE PIPE AT A PERPENDICULAR ANGLE.
3. SCREEN SHALL BE 304 STAINLESS STEEL WITH 0.0625" MAX SLOT SIZE, MIN FLOW RATE, 1000 GPM AT MINIMUM WATER SURFACE ELEVATION OF JOCKO RIVER, MAXIMUM APPROACH VELOCITY 0.160 FT/SEC, MAX HEAD LOSS 1.17 FT THROUGH INTAKE ASSEMBLY.
4. SCREEN SHALL BE BOLTED TO CONCRETE PAD WITH STAINLESS STEEL BOLTS AND INCLUDE JOHNSON SCREENS HYDROBURST SYSTEM TO PREVENT CLOGGING.

ADDENDUM #1

NO.	REVISION	BY	DATE
1	INTAKE SCREEN UPDATES	JDF	12/19/2025
2	ADD. #1 - RMVE. HYDROBURST SYSTEM	JDF	03/20/2026

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CONFEDERATED SALISH AND KOOTENAI TRIBES
KING PUMP STATION
PUMP STATION PLAN AND PROFILE
 SANDERS COUNTY, MT

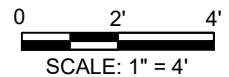
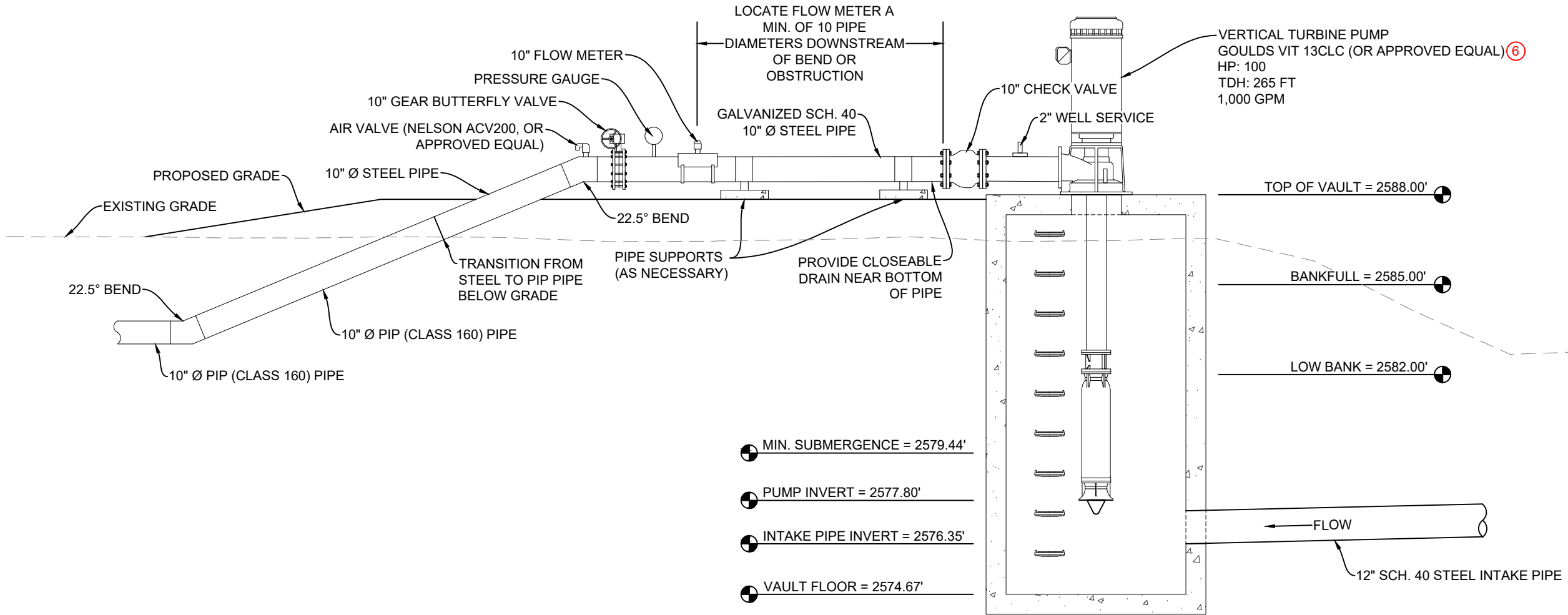
DESIGNED BY: JDF
 DRAWN BY: JDF
 CHECKED BY: DDP
 DATE: 12/19/2025

SHEET
8

PROJECT NO. 2024138

NOTES:

1. ALL FITTINGS AND PIPING SHALL BE GALVANIZED STEEL UNLESS OTHERWISE NOTED.
2. PRESSURE GAUGE TO BE LIQUID FILLED (GLYCERIN) CORROSION PROOF, 1/4" STEM WITH 0-100 PSI READING.
3. INSTALL LOW LEVEL FLOAT OR OTHER APPROVED MECHANISM TO AUTOMATICALLY SHUT OFF PUMP. WATER LEVEL FOR PUMP SHUTOFF SHALL BE COORDINATED WITH PUMP MANUFACTURER.
4. DIAMETER OF OPENING SHALL BE DETERMINED BY PUMP SUPPLIER AND VERIFIED WITH THE ENGINEER.
5. BOTTOM OF VAULT AND BOTTOM OF SCREEN ELEVATION MAY NEED TO BE LOWERED IF CHOSEN VERTICAL TURBINE PUMP REQUIRES ADDITIONAL SUBMERGENCE. VERIFY WITH ENGINEER BEFORE ORDERING VAULT.
6. APPROVED EQUAL PUMPS WILL ONLY BE CONSIDERED AFTER PROJECT IS CONTRACTED. REFER TO SECTION 2.02 OF SPECIFICATION 328200 FOR MORE DETAILS.



ADDENDUM #1

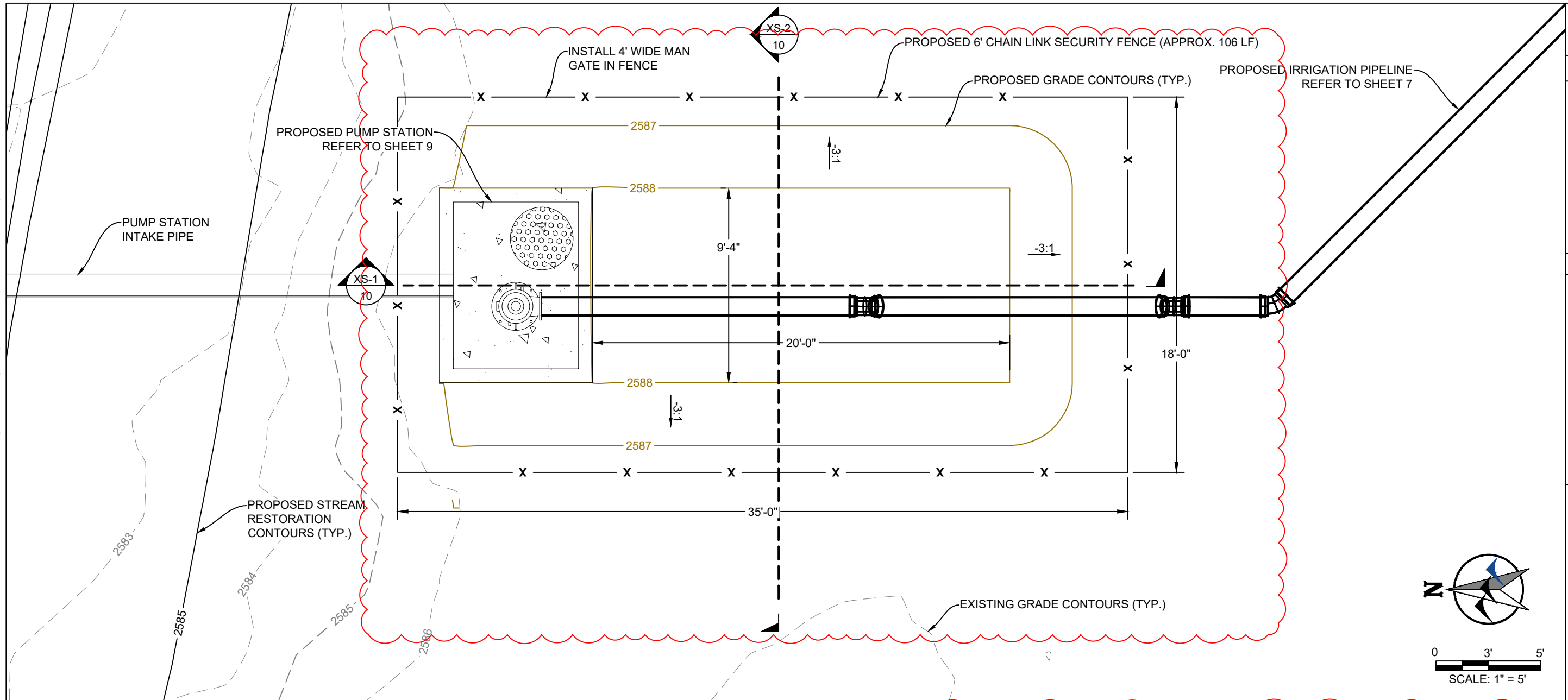
NO.	REVISION	BY	DATE
1	ADD. #1 - RMVE. HYDROBURST SYSTEM	JDF	03/20/2026

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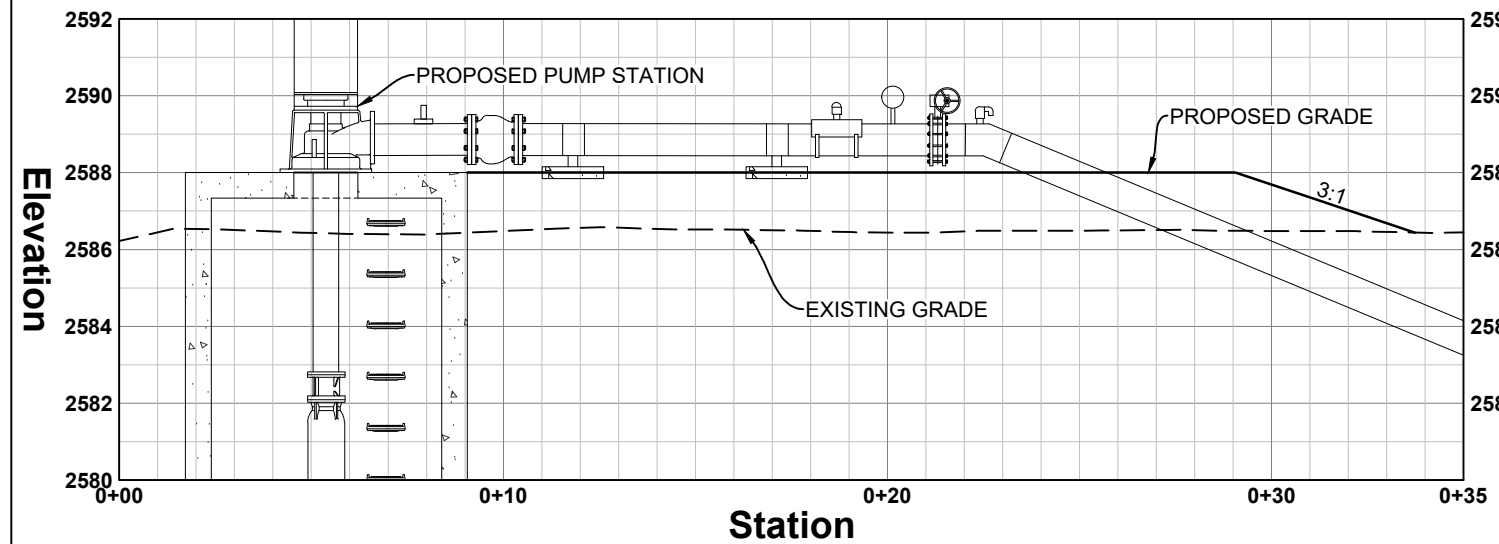
CONFEDERATED SALISH AND KOOTENAI TRIBES
KING PUMP STATION
PUMP STATION LAYOUT
 SANDERS COUNTY, MT

DESIGNED BY: JDF
 DRAWN BY: JDF
 CHECKED BY: DDP
 DATE: 12/19/2025

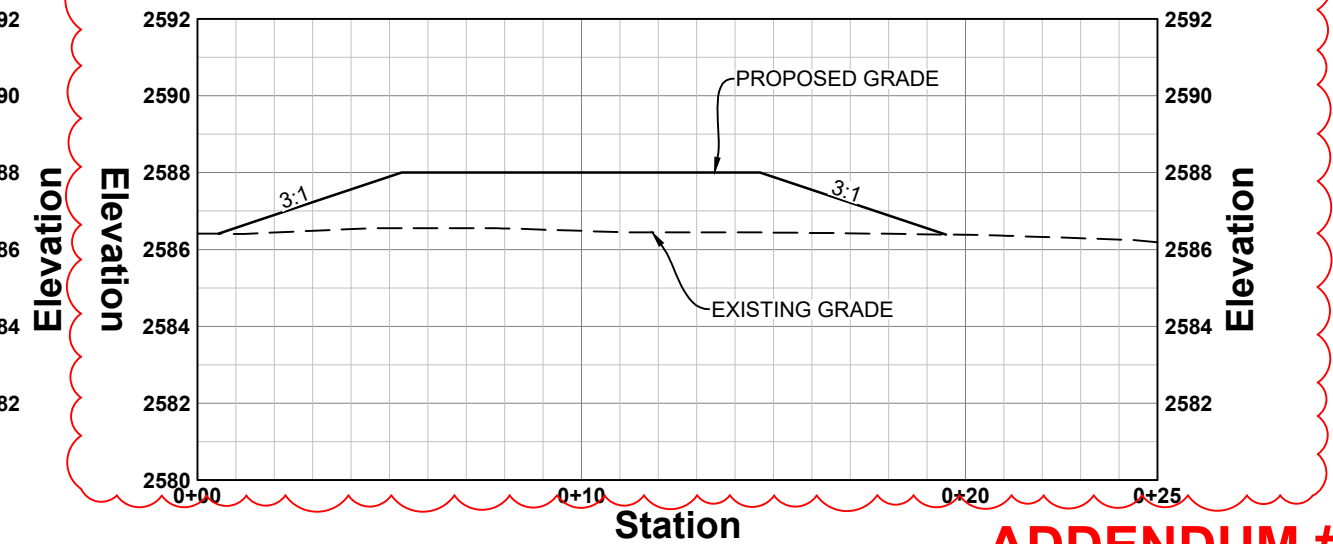
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Profile View of XS-1 Station



Profile View of XS-2 Station



ADDENDUM #1

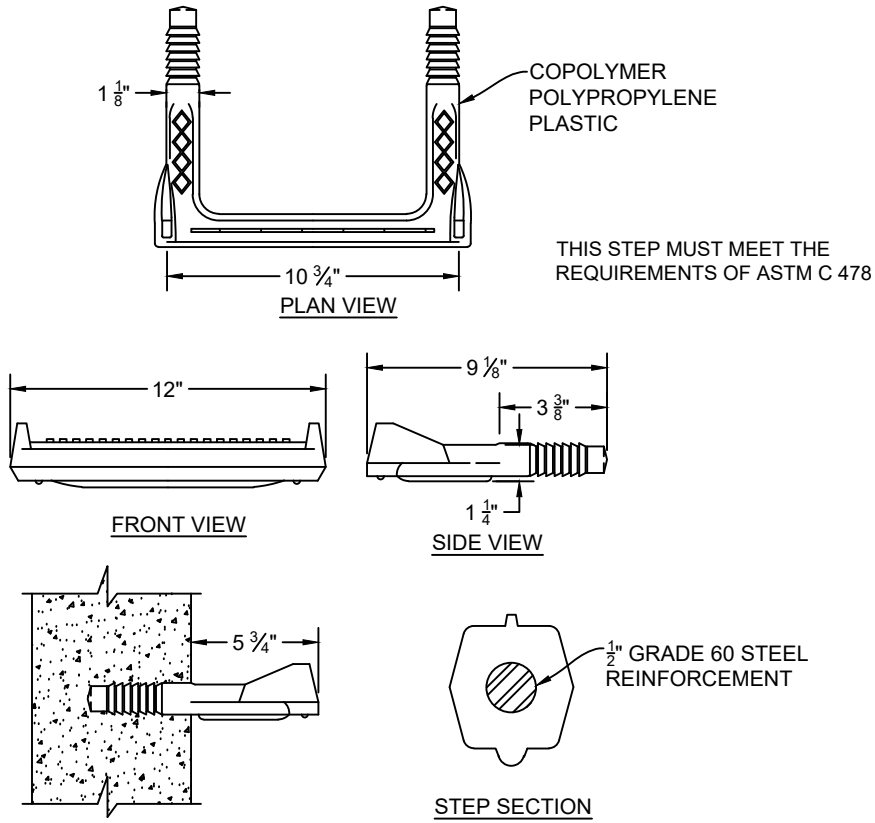
NO.	REVISION	BY	DATE
1	ADD. #1 - RMVE. HYDROBURST SYSTEM	JDF	03/20/2026

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CONFEDERATED SALISH AND KOOTENAI TRIBES
KING PUMP STATION
PUMP STATION GRADING PLAN
 SANDERS COUNTY, MT

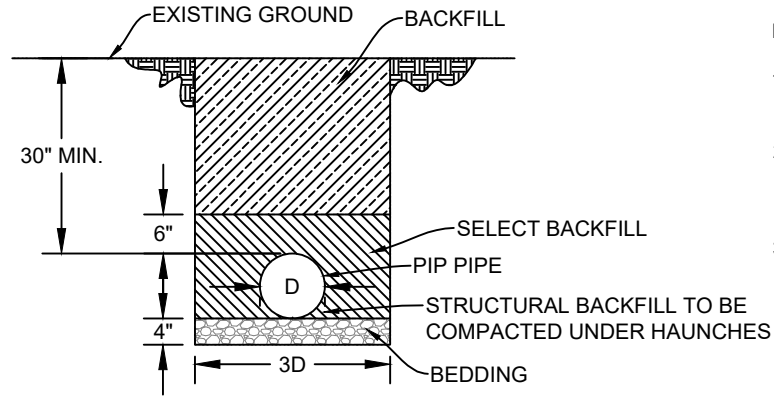
PROJECT NO. 2024138
 DESIGNED BY: JDF
 DRAWN BY: JDF
 CHECKED BY: DDP
 DATE: 12/19/2025
 SHEET **10**

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TYPICAL INSTALLATION

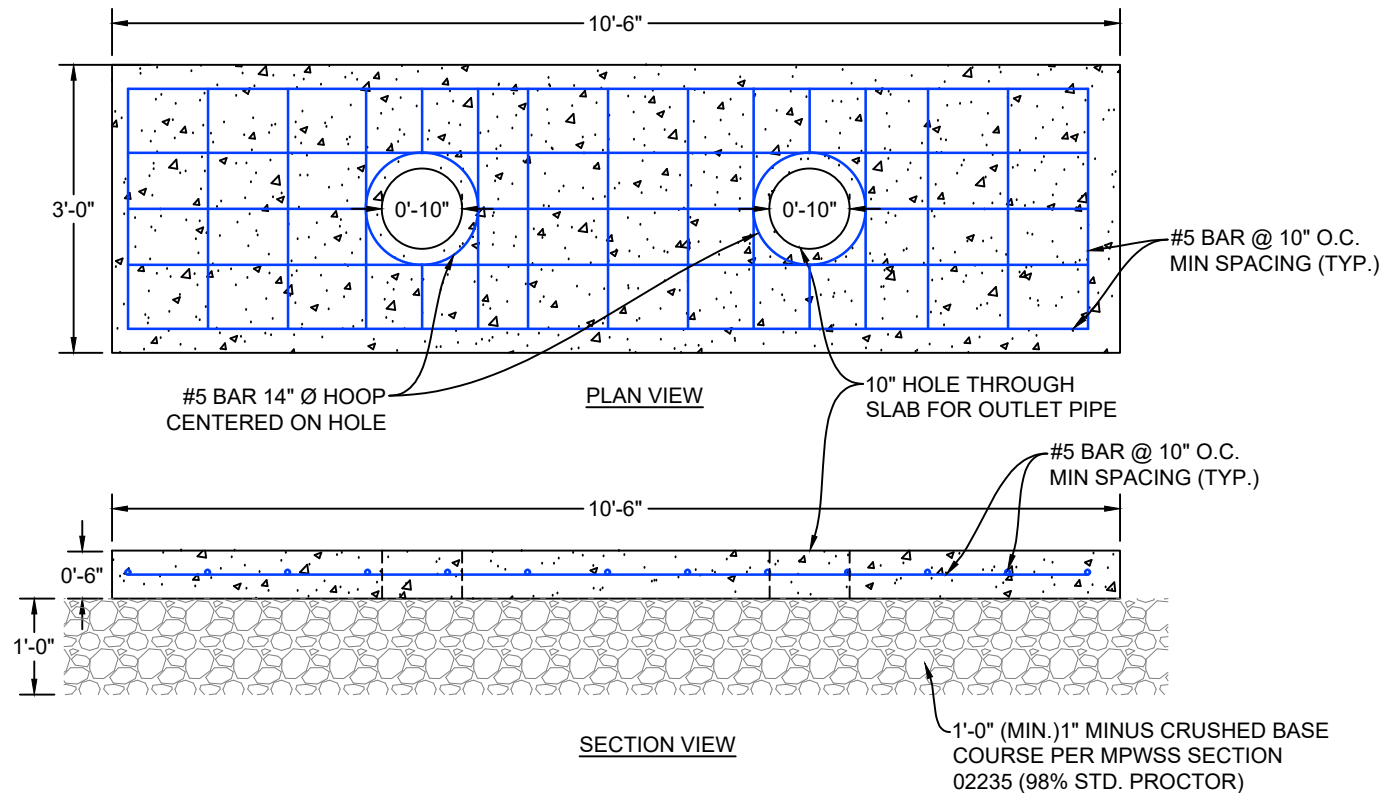
1 VAULT STEP
12 SCALE: NOT TO SCALE



2 PIPE BEDDING
12 SCALE: 1"=2'

NOTES:

1. BACKFILL SHALL BE FREE FROM MATERIAL LARGER THAN 2 INCHES.
2. SELECT BACKFILL SHALL CONSIST OF SOIL OR GRANULAR MATERIAL THAT IS FREE FROM ROCKS GREATER THAN 1/2 INCH IN DIAMETER.
3. BEDDING SHALL BE USED ON NATIVE MATERIAL CONTAINING MATERIAL LARGER THAN 1/2 INCH. BEDDING MAY BE EITHER GRANULAR MATERIAL CONFORMING TO ASTM C-33 GRADATION 7 OR 8, OR BACKFILL MATERIAL.



3 INLET SCREEN MOUNTING PAD
12 SCALE: 1"=2'

DETAIL REMOVED

NO.	REVISION	BY	DATE
1	INTAKE SCREEN UPDATES	JDF	12/19/2025
2	ADD #1 - RMVE. HYDROBURST SYSTEM	JDF	03/20/2026

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CONFEDERATED SALISH AND KOOTENAI TRIBES
 KING PUMP STATION
DETAILS 1
 SANDERS COUNTY, MT

DESIGNED BY: JDF
 DRAWN BY: JDF
 CHECKED BY: DDP
 DATE: 12/19/2025

ADDENDUM #1

PART 1 - GENERAL**1.01 WORK INCLUDED:**

- A. This section of the specifications covers the furnishing and installation of the Johnson Intake Screens and appurtenances as shown on the drawings and specified herein.
- B. The following items are a part of this section and shall be furnished by one manufacturer to ensure a properly designed and integrated intake system.
 - 1. Two (2) Half Johnson Intake Screen assembly(s) of all-welded continuous slot Vee-Wire® construction.
 - 2. ~~Johnson Hydroburst® System for air flushing of screen surface for debris removal. (Section 4)~~

1.02 QUALITY ASSURANCE:

- A. The entire intake screen system shall be furnished by a single manufacturer who shall comply with the following:
 - 1. The equipment manufacturer must maintain an ongoing quality assurance program, including ISO-9000 certification.
 - 2. The single manufacturer supplying this equipment must be able to furnish proof of over (100) installations and (20) years of manufacturing equipment of similar technology.
 - 3. The equipment manufacturer must manufacture their own screen for the intake assembly. Manufacturers that have to source screen from an outside source will not be considered
 - 4. All stainless or Z-Alloy intake screens shall be certified NSF/ANSI Standard 61 (NSF-61) for drinking water system components.

1.03 SUBSTITUTIONS:

- A. Manufacturers other than that which is specified and/or not meeting EVERY provision of the specification shall be required to submit a complete and detailed PRE-QUALIFICATION PACKAGE to the engineer at least (15) days prior to the bid. Any PRE-QUALIFICATION PACKAGE must contain as a minimum:
 - 1. Detailed layout drawings
 - 2. Supporting flow distribution data via a CFD (Computational Fluid Dynamics) analysis.
 - 3. Weld certifications
 - 4. Evidence of a recognized ongoing quality assurance program.
 - 5. Detailed component specifications and catalog cuts as required.
 - 6. Detailed list of ALL VARIATIONS required from the original design, referencing appropriate sections of the specifications and locations on the drawings.

7. Full installation reference list of at least (50) customers that includes similar proposed equipment.
 8. NSF 61 Model Number
- B. Manufacturers qualifying will be recognized by addendum a minimum of (5) days prior to the bid. Contractors shall include all costs associated with any redesign required with their bid.
 - C. Manufacturers not meeting this specification in EVERY WAY or are not PRE-QUALIFIED and approved by the engineer as outlined above will not be considered for use in this project.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All system components and equipment utilized in the intake screen system, including the system described in Section 1.01 shall be furnished as a complete integrated system by one manufacturer; Johnson Screen, New Brighton, MN.

2.02 CAPACITY

- A. The intake assembly capacity shall be 500 GPM at a maximum through-slot velocity, as a result of water withdrawal, of 0.5 feet per second. The corresponding average through-slot velocity shall be 80% - 90% of the maximum velocity. Pressure drop through the entire intake, which includes all the components of the intake assembly - screen, modifiers, outlet pipe, etc. shall be approximately 0.5063 psi at the designed flow. The hydraulic design of this system is based on this maximum headloss - screens that exceed this headloss are not acceptable. The manufacturer's clean screen assembly headloss must be stated in the bid documents.
- B. The total intake assembly capacity of 1,000 GPM shall be handled by Two (2), Johnson Screens Half Model T14-HC intake tee screen assembly(s).
- C. Evidence of the intake assembly capacity and flow distribution shall be proven by a Computational Fluid Dynamic (CFD) analysis, supplied by the manufacturer. The CFD Analysis Method must be verified by calculations supported by previously completed physical flow distribution tests.

2.03 STRENGTH

- A. The intake assembly shall be designed to a maximum 4.33 psi (0.3 bar) negative pump pressure or differential headloss.
- B. Design stress used for determining strength of the assembly shall be no more than 80% of the published yield strength of the material used. Strength calculations verifying compliance with these criteria shall be provided upon request.

2.04 CONSTRUCTION

- A. The intake screen surface wire shall be Johnson Screens Vee-Wire® number 69.
- B. The surface wire, support beam and stiffener structure shall be an all-welded matrix designed to provide the specific strength with minimal interference with the through screen flow pattern.

- C. End plates and tee body shall be a minimum of 0.105 inches thick. All structural butt welds shall be full penetration fillet welds and shall be the thickness of the thinner component.
- D. The intake shall have a maximum outside diameter of 12.50 inches and a maximum overall length of 48.44 inches.
- E. Screens for the intakes assembly to be fabricated by the intake manufacture. Intakes constructed with screens fabricated and procured by a third-party manufacturer are not acceptable.

2.05 SLOT OPENING SIZE

- A. The screen slot size shall be 0.0625 inches. The open area for this slot opening shall be 46.82%.
 - 1. Slot size shall be controlled and continuously monitored during manufacture.
 - 2. For slot openings of 0.040" through 0.100" the mean slot size shall be within +/- 0.002" with a standard deviation no greater than 0.002" throughout the assembly.
 - 3. For slot openings greater than 0.100" the mean slot size shall be within +/- 0.003" with a standard deviation no greater than 0.003" throughout the entire assembly.

2.06 MATERIALS

- A. The main outlet flange shall mate with a 6-inch flange with a flange pattern equal to AWWA C-207, Table 2, Class D.
- B. The air connection shall be 1-inch NPS ANSI Flange.
- C. The intake screen material shall be manufactured of 304 Stainless Steel or Z-Alloy material.
- D. If material is Z-Alloy, any alternate copper-based materials must demonstrate a minimum of five (5) years experience showing successful zebra mussel protection. Lack of demonstrated experience or coatings of any kind shall not be acceptable.

PART 3 - SCREEN SUBMITTALS

3.01 SCREEN SUBMITTALS

- A. The intake screen manufacturer shall submit:
 - 1. Drawing(s) showing screen diameter, screen length, assembly length, interface dimensions for outlet and air backwash dimensions, materials of construction and assembly weight.
 - 2. WPS/PQR
 - 3. Evidence of a recognized ongoing quality assurance program
 - 4. Provide supporting flow distribution data where calculations are supported by previously completed physical flow distribution tests. This includes a CFD Analysis of the flow distribution of the screen at the design flow.
 - 5. NSF 61 Model Number

PART 4 - HYDROBURST® AIR BACKWASH SYSTEM

4.01 GENERAL

- A. ~~The intake screen supplier shall provide, as part of the overall intake screen system, an air backwash system designed to remove debris from the screen surface by delivering a suitable volume of compressed air to the inside of the screen body. The exiting air shall scour the screen surface to maintain adequate design flow and through slot velocity characteristics.~~

4.02 PRODUCTS

- A. ~~The Hydroburst air backwash system shall consist of an integrated system of compressor, receiver tank, valves and control panel. Hydroburst must operate without causing any flow interruption. All components shall be tank mounted and arrive on site ready to operate. Any system provided requiring field assembly and not ready to operate shall not be acceptable. System dimensions shall be approximately 45" X 75" X 62" Tall during operation.~~

- ~~1. The compressor shall be a oilless reciprocating compressor and shall be sized to recover from each backwash in 15 minutes.
 - a. ~~3/60/480V, Electric Motor / Pump~~
 - b. ~~5.7 HP Drive Moter Protection IP 54~~
 - c. ~~14.4 CFM@160 psi~~
 - d. ~~Variable Speed Drive~~
 - e. ~~Direct Drive~~
 - f. ~~100% Duty Cycle~~
 - g. ~~Sound Enclosure - 66 dBA~~~~
- ~~2. The receiver shall be a custom 60-gallon receiver, ASME coded for 200 psig, sized for the system piping and to displace THREE SCREEN VOLUMES OF AIR AT THE SCREEN IN 3-5 SECONDS during a backwash to provide suitable debris removal and cleaning. The receiver shall have a max OD of 16 inches and height of 21 inches~~
- ~~3. The receiver shall be equipped with a 4 ½ inch isolated pressure gauge, safety valve and automatic zero loss drain valve.~~
- ~~4. The system shall include two Jomar ball valves rated at 200 psi with standard NPT connections. There shall be one valve per screen and shall be sized to match the tank flange and the backwash piping.
 - a. ~~A1000 Full Port 3 Piece 4-Bolt direct mount~~
 - b. ~~Body / Shaft / Ball - Stainless Steel~~
 - c. ~~Spring-Return Pneumatic Actuator~~
 - d. ~~Single Solenoid Control valve with Manual Override~~
 - e. ~~Visual Position Indicator with Limit Switches~~~~

- ~~B. Automatic Operation:~~

- ~~1. The above Jomar valve(s) shall be provided with a pneumatic actuator with direct mounted solenoid valves, position indicator and position switches.~~
- ~~2. The system shall include a suitably sized air receiver interconnected and charged by the main receiver to allow valve operation.~~
- ~~3. A NEMA 4 control panel shall be included that will contain as a minimum, the control power transformer and a relay logic to perform the specified control functions.~~
- ~~4. The controls shall allow timed automatic or manual initiated air cleaning cycles. A cycle consists of cleaning all intake system screens.~~
- ~~5. The control system included shall allow a full week duration of programmed Hydroburst cycles.~~
- ~~6. All operator/indicators will be 22 mm in size. All indicators will be LED type~~
- ~~7. Control Panel, NEMA 4 Enclosure with:
 - ~~a. Intertek Labeled for UL508a assembly~~
 - ~~b. Lockable Disconnect w/Type J Fusing~~
 - ~~c. 7-Day Programmable Timer~~
 - ~~d. System On-Off Selector Switch~~
 - ~~e. Cycle Start Push Button~~
 - ~~f. Event Mode Selector Switch~~
 - ~~g. Digital pressure controller with readout~~
 - ~~h. System Power On Pilot Light~~
 - ~~i. Low Air Pressure Alarm Pilot Light~~
 - ~~j. Adequate Air Pressure Pilot Light~~
 - ~~k. Cycle in progress Pilot Light~~
 - ~~l. Relays~~
 - ~~m. Auxiliary Contacts~~
 - ~~n. Compression Type Terminal Blocks capable of 1 #10 wire or 2, #12 wires.~~
 - ~~o. Isolated SCADA / PLC Output Contacts (Yellow in color)
 - ~~1) Cycle Start - Option for remote signal to initiate an air burst cycle~~
 - ~~2) Valve Open~~
 - ~~3) Valve Closed~~
 - ~~4) Adequate Air~~
 - ~~5) Low Air Pressure~~
 - ~~6) Compressor Active~~
 - ~~7) Compressor General Fault~~~~~~
- ~~C. Interconnecting piping between the intake screen assembly and the Hydroburst System is by others. All interconnecting wiring to automated valving and power connections is done by others.~~

~~4.03 SUBMITTALS AND MANUALS~~

~~A. Included in the intake screen submittals shall be all associated Hydroburst equipment catalog information, system sizing criteria and drawings. All dimensional and operational information will be provided. All interconnecting wiring and piping information will be included.~~

~~B. An electronic version of the O&M will be provided.~~

~~4.04 COMMISSIONING & TRAINING~~

~~A. Manufacture shall provide a field service representative for one trip consisting of 1.5 days. The first day will be dedicated to commissioning the Hydroburst unit and the following half day will be for operator training.~~

END OF SECTION 328113

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The work includes furnishing and installing the pump and accessories that will supply water for the irrigation system as herein specified. In order to unify responsibility for proper operation of the complete irrigation pumping system, it is the intent of these specifications that all system components covered by this specification be furnished by a single supplier.

1.02 RELATED WORK

- A. Section 01300 - Shop Drawings & Submittals
- B. Section 13400 - Process Instrumentation, Control, and Integration

1.03 PERFORMANCE CRITERIA

- A. The irrigation pump system must be capable of meeting the performance criteria while meeting all of the manufacturer's recommendations for operation.
- B. An irrigation pumping system control panel shall be located at the irrigation pump.
- C. The irrigation pump system shall be provided with programmable controls so that the irrigation pump can be started and stopped automatically. The system shall also have the capability to be operated manually.
- D. The irrigation pump controls shall be designed so that the irrigation pump will shut down if the irrigation wheel lines are not in operation.
- E. A low-level shutoff float shall be provided and set at the elevation specified on the plans.
- F. Pump head is specified using the assumptions of products specified in these specifications and the location of the irrigated area. Pump head requirements could change depending upon equipment and materials supplied for construction.
 - 1. Manufacturer shall determine total design head (or confirm) for the system provided and designed to operate in accordance with Manufacturer's recommendations and these specifications.
 - 2. Manufacturer shall complete the system design and recommend a pump model to the Owner and for review of the Engineer. Manufacturer shall submit the system design and hydraulic calculations along with the material submittals in the submittal review process.

1.04 SUBMITTALS

- A. Provide a letter identifying the company that will be responsible for performing or coordinating all warranty work on the irrigation pump system.
- B. Product Data
 - 1. Prior to fabrication, the pump system supplier shall provide technical submittal documents demonstrating compliance with these specifications for

review and approval. Supplier shall provide submittal documents in electronic format.

2. Submittals shall include shop drawings, electrical ladder logic drawings, and support data as follows: Catalog cuts sheets reflecting characteristics for major items of equipment, materials of construction, major dimensions, motor data, pump characteristic curves showing the design duty point capacity (GPM), head (FT) and efficiency for the system curve from Section 1.05.A and hydraulic brake horsepower (BHP). Electrical components used in the motor branch and liquid level control shall be fully described.
 3. Shop drawings shall provide layout of mechanical equipment and anchor bolt locations for pump components.
 4. The electrical ladder logic drawings shall illustrate motor branch and liquid level control circuits to extent necessary to validate function and integration of circuits to form a complete working system.
 5. Warranty documentation.
- C. A minimum of three references shall be provided with the submittal. References shall include the project name, number and type of units in the referenced project, and name and telephone number of the owner's contact person.
- D. Operation & Maintenance Manuals.
1. Comprehensive instructions supplied at time of shipment shall enable personnel to properly operate and maintain all equipment supplied. Content and instructions shall assume operating personnel are familiar with pumps, motors, piping and valves, but lack experience on exact equipment supplied. Installation shall be in accordance with written instructions provided by the pump system supplier.
 2. Documentation shall be specific to the pump system supplied and collated in functional sections. Each section shall combine to form a complete system manual covering all aspects of the equipment supplied by the pump manufacturer. Support data for any equipment supplied by others, even if mounted or included in overall pump system design, shall be provided by those supplying the equipment. Instructions shall include the following as a minimum:
 - a. Functional description of each major component, complete with operating instructions.
 - b. Instructions for operating pumps and pump controls in all modes of operation.
 - c. Calibration and adjustment of equipment for initial start-up, replacement of level control components, or as required for routine maintenance.
 - d. Support data for commercially available components not produced by the pump manufacturer, but supplied in accordance with the specifications, shall be supported by literature from the manufacturer of the respective components and incorporated as appendices.
 - e. Electrical schematic diagram of the pump system circuits shall be in accordance with NFPA70. Schematics shall illustrate, to the extent of authorized repair, pump motor branch, control and alarm system circuits

including interconnections. Wire numbers and legend symbols shall be shown. Schematic diagrams for individual components, not normally repairable by the station operator, need not be included. Details for such parts shall not be substituted for an overall system schematic. Partial schematics, block diagrams, and simplified schematics shall not be provided in lieu of an overall system diagram.

- f. Mechanical layout drawing of the pump system and components, prepared in accordance with good commercial practice, shall provide installation dimensions and location of all pumps.
3. Operation and maintenance instructions must be specific to equipment supplied in accordance with these specifications.
- E. The Contractor shall submit detailed information for the following:
1. Vertical turbine pump.
 2. Pump control panel.
 3. Pressure gauge.
 4. Air relief valve.
 5. Check valve.
 6. Butterfly valve.
 7. Flow meter.
 8. Pipe supports.

1.05 QUALITY ASSURANCE

- A. Upon request from the Engineer (or Owner), the pump manufacturer shall prove financial stability and ability to produce the equipment within the specified delivery schedules. Evidence of facilities, equipment and expertise shall demonstrate the manufacturer's commitment to long-term customer service and product support.
- B. The supplier's technical representative shall inspect the completed installation, correct or supervise the correction of any defect or malfunction, and instruct operating personnel in the proper operation and maintenance of the equipment as described in Part 3 of this Section.

1.06 TRAINING

- A. The manufacturer shall provide the Owner, Contractor and Engineer with on-site training on operating the system after providing the equipment manual for the system.
- B. If training is provided prior to the equipment manual being provided, additional on-site training shall be provided at no cost to the Owner.

1.07 WARRANTY

- A. The irrigation pump system supplier shall warrant all equipment to be of quality construction, free of defects in material and workmanship. A written warranty shall include specific details described below.
 1. The pumping unit installed shall be warrantied for a period of at least three (3) years from the time of installation. The conditions of this warranty are

predicated on installation and start-up according to the manufacturer's specifications of equipment in permanent irrigation installations. This warranty covers failures due to defects in material and workmanship. The warranty does not cover normal wear of equipment.

2. All remaining equipment apparatus and parts furnished shall be warranted for a period of three (3) years, excepting those items that are normally consumed in service such as oil, grease, packing, gaskets, O-rings, etc. The pump system supplier shall be solely responsible for the warranty of the pump equipment and all supplied components.
 - B. Components failing to perform as specified by the Engineer or as represented by the manufacturer or as proven defective in service during the warranty period, shall be replaced, repaired, or satisfactorily modified by the manufacturer without cost of parts or labor to the Owner.
 - C. In order to unify responsibility for proper operation of the complete irrigation pumping system, it is the intent of these specifications that all system components covered by this specification be furnished by a single supplier.
 - D. The warranty shall become effective upon acceptance by the Owner, or sixty (60) days after installation, or ninety (90) days after shipment, whichever occurs first.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Furnish all labor, materials, equipment, and incidentals required to provide the specified pump, motor, and accessories.

2.02 MANUFACTURERS

- A. After execution of the contract, the contractor may offer substitutions to the specified equipment for consideration. The equipment proposed for substitution must be equal to in construction and performance to that specified in the contract.
- B. It will be assumed that if the cost to the contractor is less for the proposed substitution, then the contract price shall be reduced by an amount equal to the savings.

2.03 PUMP DESIGN

- A. Provide one 100 HP (1,000 GPM) line shaft vertical turbine pump at a design dynamic discharge head of 265 feet.
- B. Provide pumps with housing constructed of high-quality gray cast iron, ASTM A-48, Class 30.
- C. All fasteners exposed to pumped liquids shall be 300 series stainless steel.

2.04 PUMP MOTOR

- A. Provide close-coupled motors that have a high strength steel shaft protected by a bronze shaft sleeve secured to the shaft to prevent rotation. Assure the motor is equipped with grease fittings and automatic grease relief.
- B. Coordinate motor size with pump and the pump manufacturer and have the motor provided by the same supplier as the pump. Size motor to 100 horsepower. Ensure

the motor power requirements are compatible with the proposed 3-phase power that will be installed from the existing overhead power lines to the pump station.

- C. If a larger motor is required for submitted pumps, provide any upgrading of the electrical equipment as may be required.

2.05 FLOW METER

- A. Provide in-line, propeller flow meters properly sized for the nominal pipe diameter and anticipated flows. Assure flow meters have a mechanical display of flow rate and total flow and are integrated with the digital display on the irrigation system master control panel.
- B. Assure the flow meter has an accuracy of at least ± 2 percent and a repeatability of 0.25% or better.
- C. Flow meters shall have a 100-psi pressure rating or better.
- D. Provide a meter with material properties equal to or greater than a high impact plastic propeller, 316 stainless steel shaft, and 440C bearings.

2.06 CONTINUOUS ACTING AIR VENT

- A. Provide continuous acting air vent valve.
- B. Assure vent is pressure rated to a minimum of 100 psi and provides sealing at pressure as low as 2 psi.
- C. Air vent shall be capable of large volume air exhaust as line is filled and continuous release of small volumes of air under normal operation.

2.07 CHECK VALVE

- A. Provide flanged check valve with galvanized bodies, rubber to rubber seat, and a stainless-steel spring assembly.

2.08 WAFER STYLE BUTTERFLY VALVE

- A. Provide wafer style butterfly valve with gear operator and hand wheel for operation.
- B. Assure wafer style butterfly valves have rubber seats that are field replaceable and four loop lugs to assist with installation between flange faces.
 - 1. Rubber seats shall have a temperature range of at least -40° F to 250° F and a high resistance to hydrocarbons, acids, bases, and compression set.
- C. Butterfly valves shall be of wafer style and capable of operating at pressures of 150 psi or greater.

2.09 PUMP DOG LEG AND FITTINGS

- A. The irrigation main shall connect to the pumping system via a minimum schedule 40 galvanized steel piping.
- B. Flanges shall conform with ANSI hole pattern and be a minimum thickness of 0.50" unless otherwise stated herein. All flanges shall be gasketed with material suitable for wastewater applications.

2.10 PIPE SUPPORTS

- A. Where specified in the Drawings, provide steel pipe supports complete with saddle, straps, stanchion, and base plate sized as per manufacturer's recommendations.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Contractor shall off-load equipment at installation site using equipment of sufficient size and design to prevent injury or damage. Pump manufacturer shall provide written instruction for proper handling. Immediately after off-loading, contractor shall inspect complete pump components and appurtenances for shipping damage or missing parts. Any damage or discrepancy shall be noted in written claim with shipper prior to accepting delivery. Validate all pump serial numbers and parts lists with shipping documentation. Notify the manufacturer's representative of any unacceptable conditions noted with shipper.

3.02 INSTALLATION

- A. Install, level, align, and lubricate pump system as indicated on project drawings. Installation must be in accordance with written instructions supplied by the manufacturer at time of delivery.
- B. Check motor and control data plates for compatibility to site voltage. Install and test the pump system ground prior to connecting line voltage to pump control panel.
- C. Mount control equipment according to manufacturer's instructions.
- D. Prior to applying electrical power to any motors or control equipment, check all wiring for tight connection. Verify that protective devices (fuses and circuit breakers) conform to project design documents. Manually operate circuit breakers and switches to ensure operation without binding. Open all circuit breakers and disconnect before connecting utility power. Verify line voltage, phase sequence and ground before actual start-up.

3.03 FIELD QUALITY CONTROL

- A. Operational Test
 - 1. Prior to acceptance by owner an operational test of all pumps and control systems shall be conducted to determine if the installed equipment meets the purpose and intent of the specifications. Tests shall demonstrate that all equipment is electrically, mechanically, structurally, and otherwise acceptable; it is safe and in optimum working condition; and conforms to the specified operating characteristics.
 - 2. After construction debris and foreign material has been removed from the pump vault, contractor shall supply clear water volume adequate to operate station through several pumping cycles. Observe and record operation of pumps, discharge gage readings, ampere draw, pump controls, and liquid level controls. Check calibration of all instrumentation equipment, test manual control devices, and automatic control systems. Be alert to any undue noise, vibration or other operational problems.

B. Manufacturers Start-up Services

1. Coordinate pump start-up with manufacturer's technical representative. The representative or factory service technician will inspect the completed installation. Calibrate and adjust instrumentation, correct or supervise correction of defects or malfunctions, and instruct operating personnel in proper operation and maintenance procedures.

3.04 CLEANING

- A. Prior to acceptance, inspect interior and exterior of irrigation pump for dirt, splashed material or damaged paint. Clean or repair accordingly. Remove from the job site all tools, surplus materials, scrap and debris.

3.05 PROTECTION

- A. The pump system should be placed into service immediately. The irrigation pump and the irrigation system shall be tested by operating the wheel lines for one full 0.5-inch application of water. If operation is delayed, irrigation pump is to be stored and maintained per manufacturer's written instructions.

PART 4 - MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. Measurement and payment will be made as specified in Section 01150 of the Contract Documents.

END OF SECTION 328200

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