



The Confederated Salish and Kootenai Tribes
Flathead Indian Reservation
Division of Engineering and Water Resources
Ronan, Montana

2026 MISSION DAM GATE REPAIR PROJECT - FLATHEAD INDIAN
IRRIGATION PROJECT
FLATHEAD INDIAN RESERVATION, MONTANA

REQUEST FOR PROPOSALS

Due Date: 9/7/2026 at 4:00 p.m. MST

Point of Contact: Trevor Bras, Safety of Dams Program Manager

Office Phone: (406) 676-2600 x 6208

Email: trevor.bras@cslt.org

INSTRUCTION TO OFFERORS

It is 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 and directed responses and read and answer all requirements. Do not assume the Confederated Salish and Kootenai Tribes (CSKT) RFP evaluation team will understand Offeror capabilities. Proposals will be evaluated based solely on the information and materials provided in an Offeror's response.

Use the forms provided including the cover page and any other forms needed as detailed in this RFP.

Submit your response on time. Observe all dates and times listed in the Schedule of Events and within the RFP, and submit all required items on time. Late proposal responses will not be accepted.

The following items must be included in an Offeror response to be considered responsive. Failure to include any of these items may result in a nonresponsive designation.

1. Signed Cover Sheet (attachment 1)
2. Responses to Technical Selection Criteria

SCHEDULE OF EVENTS

Event	Date
RFP Issue Date	August 12, 2026
RFP Response Due Date	September 7, 2026 4:00 PM MST

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

SOLICITATION NOTICE

Notice is hereby given that the Confederated Salish and Kootenai Tribes (CSKT) has released this Request for Proposals, and will be accepting Proposals until **4:00 pm MST, September 7, 2026**, for the 2026 Mission Dam Gate Repair Project, located on the Flathead Indian Reservation, Montana. The RFP is directed to seek services from Construction Contractors having expertise in dam construction and in particular repairs to outlet works gate facilities within dams or very similar work.

DEFINITIONS

Contracting Officer Representative (COR): The CSKT Project Manager will be the responsible Contracting Officer Representative for all contract-related matters.

Offeror: A prospective contractor that is submitting in response to this RFP. Following the endpoint in the selection process, the Owner will expect to develop a contract with the selected Offeror.

Owner: The Confederated Salish and Kootenai Tribes (CSKT), a sovereign nation, is the Owner for the Project.

Contract for Construction of a Small Project: The agreement will establish the relationship between the Owner and the Contractor and will identify schedule, scope of work, and cost considerations and the process to authorize payment for work performed. The contract will incorporate, by reference, this RFP and the response prepared by the Contractor.

Request for Proposals (RFP): This written solicitation, including appendices, is the RFP for the Project. The RFP is the formal solicitation to a prospective Offeror to demonstrate their proposals to complete the 2026 Mission Dam Gate Repair Project and advance to the final selection process.

Subcontractor: A member of the Offeror team who is clearly defined in the Offerors response. Subcontractor(s) will contract directly with the Consultant, who will bear all responsibility for Subcontractor activity.

Flathead Indian Irrigation Project (FIIP): The operator of the facility.

Bureau of Indian Affairs (BIA): The regulatory agency of the Project.

PROJECT OVERVIEW

Mission Dam is a homogeneous earth embankment structure on Mission Creek located at latitude 47°18'51.47"N longitude 114° 1'13.59"W within the Flathead Indian Reservation (Reservation) in western Montana. The dam was constructed in 1935 by the U.S. Indian Irrigation Service and is located approximately 3 miles east of the community of St. Ignatius, Montana. Mission Reservoir stores approximately 7,000 acre-feet of water at reservoir water surface elevation (El.) 3,406 feet. The stored water is released for irrigation and in-stream minimum flows, and the reservoir provides recreational opportunities

The outlet works is located near the right-center portion of the embankment and consists of a trash-racked rectangular concrete intake structure; a 55-foot-long, 6-foot-diameter horseshoe-shaped upstream concrete-lined conduit; a 6-foot-diameter butterfly guard valve; two 5.79-foot-diameter cylinder regulating gates in a vertical concrete tower; a 40-foot-long "gooseneck" transition section below and downstream from the cylinder gate tower; a 251-foot-long, 6-foot-diameter horseshoe-shaped concrete-lined downstream conduit; and a 17-foot-long concrete terminal structure. A concrete-enclosed 8-inch domestic water line was installed in the conduit at some time after original construction. The gatehouse is on top of the concrete gate tower within the reservoir and is accessed by a steel truss footbridge from the upstream dam crest. See the attached Mission Dam Controlling Works drawing for additional information.

In 2018 and 2020 the lower cylinder gate failed and was repaired by Flathead Indian Irrigation Project (FIIP) staff. The attached Mission Dam Lower Gate Repair Reports and Mission Dam Lower Gate Repair Photos describe the way in which the gate failed on each occurrence and the actions taken to repair the gate for each occurrence.

On May 5th, 2026, flows coming out of the Mission Dam conduit ceased and the operator of the lower cylinder gate was observed to freely spin without any resistance or change in flow coming out of the conduit leading to the assessment that the lower gate failed again. Due to staffing constraints, FIIP staff are unable to complete the repairs at this time. As such, the Confederated Salish and Kootenai Tribes (CSKT) and the Bureau of Indian Affairs (BIA) are pursuing a contractor to inspect the failed gate, propose repairs and implement a mutually agreed upon solution.

NOTIFICATION AND COORDINATION

Contract Manager

Trevor Bras, PE

Safety of Dams Program Manager

Division of Engineering & Water Resources

Confederated Salish & Kootenai Tribes

Phone: 406-675-2700 Ext. 6208

Email: trevor.bras@cskt.org

Contractor shall host virtual coordination meetings with FIIP, CSKT, and BIA personnel. Meetings are anticipated to occur roughly weekly during preparation for and during execution of the work. Contractor shall draft meeting minutes and disseminate to participants each meeting.

WEBSITE LOCATION FOR PROJECT INFORMATION

This RFP and any other project information will be posted to <https://csktwatercompact.com/documents-and-links/> under the Documents Tab.

SUBMITTING A PROPOSAL

Offerors must submit their Proposal consisting of a signed copy of the RFP Cover Sheet (attachment 1) and Response to Technical Criteria by the time and date found in the Schedule of Events. CSKT may 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, are missing any requested information, are deemed to be nonqualified to perform the work, or is not in the best interest of CSKT.

Offerors should email an electronic copy of their RFP response in PDF format to the contract manager at trevor.bras@cskt.org. Maximum document size is 20 mb. Sole responsibility rests with the Offeror to ensure their response is received on time and in conformance with this RFP. An Offeror response may be withdrawn prior to the due date and time by written request.

ADDENDA/Q&A

Due to the nature of the situation, various unknowns, and desire to expedite this work, there is no intention to provide addenda or provide a question and answer period. Proposals shall be submitted based on the information provided in this RFP.

CONTRACTOR RELATIONSHIP

All Subcontractors, if any, and their role must be included in the Offeror RFP response. CSKT recognizes, given the nature of the project, that additional Subcontractors may be incorporated into the Contractor workflow.

The Contractor shall be responsible to CSKT for the acts and omissions of all Subcontractors, operators, or agents and of persons directly or indirectly employed by such Subcontractors. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP, shall create any contractual relationships between any Subcontractor and CSKT.

PRE-CONTRACTUAL EXPENSES

The Offeror is 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 Owner and will only be returned to the Offeror at the Owner's option.

INDIAN PREFERENCE

This is an Indian Preference RFP. Tribal Contractors who wish to receive Indian Preference must obtain certification by the Confederated Salish and Kootenai Tribes' Indian Preference Office as a legitimate Indian-owned business prior to the submission of responses. In order to claim Indian Preference, proof of Indian Preference Certification must be included with your response in the form of a copy of the certificate issued by the Indian Preference Office. Be advised, evidence of your membership or affiliation with a tribe does not constitute Indian Preference certification. The selection of the successful Consultant 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, (406) 675-2700 ext. 1045.

CONSTRUCTION WAGE RATE DETERMINATION

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. Comply with the wage rate determination attached to this RFP.

MEASUREMENT AND PAYMENT

This Project will occur from date of award of an Agreement between the Contractor and CSKT and will end when all deliverables have been performed for all phases.

The Contractor will be required to provide the following documents to CSKT for approval prior to signing of the Agreement:

- Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>500,000.00</u>

	Bodily Injury By Disease, each Employee	\$ 500,000.00
	Bodily Injury/Disease Aggregate	\$ 2,000,000.00
• Commercial General Liability:		
	General Aggregate	\$ 2,000,000.00
	Products - Completed Operations Aggregate	\$ 2,000,000.00
	Personal and Advertising Injury	\$ 2,000,000.00
	Each Occurrence (Bodily Injury and Property Damage)	\$ 2,000,000.00
• Automobile Liability herein:		
	Combined Single Limit of:	\$ 2,000,000.00
•	A signed Certification regarding Debarment, Suspension, and Other Responsibility Matters (Certification acquired from CSKT Safety of Dams Program)	
•	Federal Form W-9 Request for Taxpayer Identification Number and Certification with TIN or Social Security Number	
•	Performance Bond as indicated in the attached sample small construction project contract	
•	Payment Bond as indicated in the attached sample small construction project contract	

The Project will commence upon the Safety of Dams Program issuing a signed agreement to the Contractor. The Contractor may mobilize to the site once a Notice to Proceed letter is issued by CSKT.

Contractor shall have thirty calendar (30) days to complete the Phase 1 scope of work (from issuance of Notice to Proceed (NTP). The Phase 2 period of performance shall be negotiated with the Phase 2 award.

Payment will be considered full compensation for all office and field services as well as all material(s) and expense(s) required to complete the contract.

Contractor shall request payment to CSKT no more than on a monthly basis. Measurement shall be considered on a lump sum basis and will be determined on a reasonable mutually agreed upon percentage of the total amount of work that has been performed for each phase of work.

Section 2: PROJECT SCOPE OF WORK (SOW)

As the cause of the gate failure is unknown at this time, this scope of work is phased. As part of the implemented contract, once Phase 1 tasks are completed, a modification will be negotiated with the Contractor to implement the approved repair plan (Phase 2). At this time the Contractor shall only propose on Phase 1 and criteria requested per Section 3: Evaluation Process in this RFP.

Phase 1:

Contractor shall provide all equipment, materials and labor necessary to complete inspection of the failed lower cylinder gate at Mission Dam. The location of the gate is considered a confined space, and

appropriate regulatory and safety actions are required. Within 14 days of the completion of the inspection the contractor shall submit the Mission Dam Lower Cylinder Gate Inspection report, and within 21 days of the inspection submit the Mission Dam Lower Cylinder Gate Proposed Repair Plan. CSKT, FIIP, and BIA will review the repair plan and provide comments. Once all comments are resolved and a mutually agreed upon repair is determined the contractor shall submit the Mission Dam Lower Cylinder Gate Repair Plan. Phase 2 activities will then be negotiated.

Phase 2:

After the acceptance of the repair plan, the contractor shall provide all equipment, materials and labor necessary to repair the gate. All other structures not associated with needing repair shall be protected from damage. Any damage not planned and caused by the Contractor shall be repaired at no expense to CSKT. Contractor shall perform final cleanup and remove all rubbish, unused materials, and similar materials which are not part of the work. Appropriate environmental compliance requirements may be associated with this work which may include but is not limited to grizzly bear best management practices such as keeping bear spray on-site, removing trash from the site everyday, and reporting any issues with Grizzly Bear. The Contractor shall follow any guidance from applicable environmental compliance correspondence and requirements.

Work Restrictions:

The Flathead Water Rights Settlement (CSKT–Montana Compact) establishes legally enforceable instream minimum flows. These minimum flows include Mission Creek, the creek into which Mission Dam discharges. Tabor Dam, south of Mission Dam, add flows to Mission Creek through a channel when adequate water exists in the reservoir Tabor Dam impounds. Closing gates at Mission Dam to perform the repairs to the lower cylinder gate will require coordination with FIIP, CSKT and BIA to time gate closures such that minimum instream flows are maintained. As future reservoir levels are unknown, this requirement may result in delays in project implementation. As a basis of bid, the contractor may assume that Tabor Dam will have adequate water to meet instream flow requirements until the end of September each year. Adequate water past the end of September may also be possible but must be planned ahead with FIIP and CSKT. Contractor shall communicate plan and schedule as soon as possible so that FIIP and CSKT is able to plan ahead and ensure adequate water is available when needed to meet instream flows.

The Contractor shall work with FIIP, CSKT, and BIA with scheduling the inspection at least seven calendar days prior to the planned and approved inspection so proper planning of operations and CSKT and/or FIIP staff can be achieved.

This project will be per the provisions of the Confederated Salish and Kootenai Tribes Indian Preference Ordinance 101A and Regulations and efforts to utilize the Tribal workforce is encouraged where applicable. The Indian Preference Office (IPO) must be contacted and an approved Indian Compliance Plan shall be approved prior to performing the repairs. The IPO contracting fee will not be paid by the Contractor and will be paid by CSKT Safety of Dams Program.

Functional testing of the gate shall be performed with the FIIP Project Manager and CSKT SOD Program Manager, at the minimum, in attendance after completion of repairs. The Contractor shall coordinate with FIIP, CSKT, and BIA personnel once work is completed to accomplish this requirement.

Safety:

Contractor shall implement an appropriate safety control program applicable to the work being performed in accordance with Federal, State laws, and FIIP's Confined Space Policy Manual that is attached to this RFP. FIIP can be contacted at their main office at (406) 745-2661. A Fall Protection Plan shall be instituted if workers are to be performing duties where their feet are greater than six (6') feet from the ground or finished floor. All personnel shall wear appropriate Personal Protective Equipment (PPE), i.e.: hard hats, safety glasses, steel toed work boots, hearing protection, appropriate air monitors, and safety vest. Applicable confined space entry means and methods are required. Contractor is responsible for providing the necessary air ventilation through the outlet works shaft and conduit. Contractor shall bear sole responsibility for taking all appropriate actions necessary to prevent accidents and injuries to individuals, both contractor, owner, other stakeholders, and public, in and or around the work area.

CSKT and Government Provided Materials:

None

Submittals:

Required submittals include:

RSN 01 - Mission Dam Lower Cylinder Gate Inspection Report: This report will describe the results of the gate inspection, including observations relating to the cause of the failure, measurements, applicable photos of the gate system and surroundings and any other information pertinent to selecting a repair.

RSN 02 - Mission Dam Lower Cylinder Gate Proposed Repair Plan: This plan shall provide necessary information relating to the contractor's proposed repair. This is expected to include text, photos, drawings and sketches as necessary to clearly communicate the repair plan to CSKT, FIIP, and the BIA. The plan shall also describe the contractor's proposed safety actions, planned schedule, communication with entities such as CSKT, FIIP, and BIA, any temporary closures of the road along the dam, staging areas needed, cleanup, protection of existing facilities, efforts to comply with any applicable environmental compliance, and performance testing.

RSN 03 - Mission Dam Lower Cylinder Gate Repair Plan: This plan shall include resolution of comments received relative to the proposed plan and a cost proposal to complete the work. It shall include necessary materials, equipment, and labor necessary to complete the work.

Final Deliverables:

1. Completed repair of the Mission Dam Lower Cylinder Gate per the approved plans.

2. As-built report detailing any modifications to RSN 04 that would include a narrative discussion with applicable figures, RFI's, photos, markup of drawings, and guidance or guidance documents on any changes in operation of the gate or maintenance needed.

SECTION 3: EVALUATION PROCESS

OVERVIEW

Each Offeror shall submit an RFP response that fully addresses the evaluation criteria and complies with the preparation and submission instructions contained in this RFP. Offerors shall carefully review this section and its relationship to the selection criteria.

Offerors shall base their response on performing all work in accordance with this RFP. The response shall provide appropriate supporting exhibits and text that reflects consideration of the evaluation factors and RFP requirements. Discussion and exhibit information should be concise and specific to this RFP. Excessive detail will not be considered positively in the evaluation.

KEY PERSONNEL

When Offerors list administrative and/or discipline-specific personnel, the Offeror is agreeing to make the personnel available to complete work on the contract at the level the project requires. Key personnel changes must be reviewed and approved in advance by the COR to assure the replacement is equally qualified and has comparable experience. The COR will only allow changes in key personnel, including Subcontractor(s), when caused by circumstances outside the control of the Contractor. Changes in key personnel for the sole convenience of the Contractor and/or Subcontractor(s) will not be allowed. Key personnel include at minimum the individuals planned to be associated with performing the work such as the Contractor's project manager, superintendent, foreman, and Subcontractor(s) lead personnel. Key personnel may have overlapping responsibilities, but these shall be clearly identified. Key personnel are required to participate in meetings critical to the project.

SELECTION PROCESS

The CSKT Project Manager will establish an RFP selection review team capable of evaluating the range of expertise required for the project. The selection team will include appropriate staff from CSKT, FIIP, and BIA. Each technical criterion in the Offeror response will be evaluated by each reviewer and a numerical value assigned up to the allowable points for each criterion. Points will be accumulated for a total score with a max total possible being 100 points. Each reviewer will be required to document the rationale used for their scoring process. One Offeror will be chosen to enter into an agreement with CSKT, called a Contract for Construction of a Small Project, in which a sample template has been attached to this RFP.

TECHNICAL SELECTION CRITERIA

In addition to specific criteria, the selection team will look for:

- a demonstration that the Offeror has worked specifically on dam rehabilitation projects and/or performed repairs to dam gate facilities or very similar work via past experiences and projects performed
- photos and references from past projects are encouraged
- an experienced team of key personnel

Where Offerors plan to use Subcontractor(s), their role, experience, and team members should be carefully explained and integrated into response materials.

Technical Approach (35 points)

The Contractor's plans for obtaining access to the failed gate, safety plan accommodating any of FIIP's requirements for access, equipment to be utilized for the inspection, documentation to be performed, inspecting the gate, any needed temporary closures of the road along the dam, any staging area that is needed, and any other actions proposed. The plan shall include necessary actions associated with entering the confined space and the associated safety measures. The Contractor's anticipated schedule to perform the work for Phase 1 and an estimate for Phase 2 from date of notice to proceed to project completion. The Contractor's estimated cost breakdown for Phase 1.

Other materials may be included to substantiate an Offerors technical approach.

Project-Related Experience (50 points)

Offerors should demonstrate their capabilities and experience specifically on dam rehabilitation projects and/or performed repairs to dam gate facilities or very similar work via past experiences and projects performed.

Other materials may be included to substantiate an Offerors experience.

Indian Preference Certification (Preference 1 = 15 points, Preference 2 = 10 points)

Offerors should provide documentation of Indian Preference following guidance from the Indian Preference Ordinance and this RFP.

CONTRACTOR INTERVIEWS

The Owner may, at their discretion, include interviews from a short list of the most qualified Offerors as part of the selection process. The interview will not be used to fill in missing or incomplete information that was required in the written submission. The interview will not be used as an opportunity by the Offeror to improve or supplement their submission.

NOTIFICATION PROCESS

The Owner shall notify the selected Offeror of their intent to enter into agreement. Once the agreement is in place, non-award offerors will be notified that they will not be awarded the contract. Typically, this process can take up to 60 calendar days. The Owner shall not distribute the scoring summary to Offerors.

CSKT EXPRESS RESERVATIONS

CSKT expressly reserves the right to:

- reject all responses and re-advertise the RFP, with or without amended requirements
- base the scoring on compliance with this document, responder experience and other factors
- reject any response in whole or part if it is found in the Tribal or public interest to do so; and
- waive informalities and irregularities in a response

Furthermore, the Tribes reserve the right to withdraw this Request for Proposals at any time.

ATTACHMENT 1: COVER FORM AND CONTRACT INFORMATION

REQUEST FOR PROPOSALS (RFP)

2026 MISSION DAM GATE REPAIR PROJECT - FLATHEAD INDIAN IRRIGATION PROJECT

**CONFEDERATED SALISH AND KOOTENAI TRIBES
DIVISION OF ENGINEERING AND WATER RESOURCES**

This cover form shall be submitted with an Offerors response

COMPANY INFORMATION:

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

SUBMITTAL SIGNATURE:

I have read and understand the requirements of the Request for Proposals for CSKT DIVISION OF ENGINEERING AND WATER RESOURCES REQUEST FOR PROPOSALS for the 2026 MISSION DAM GATE REPAIR PROJECT and agree to provide the required services in accordance with the RFP and its contents.	
Submitted by (Printed Name):	
Title:	
Signature:	

ATTACHMENT 2: WAGE DETERMINATION

"General Decision Number: MT20260078 05/18/2026

State: Montana

Construction Types: Heavy

Counties: Montana Counties of
Lake, Lincoln, Mineral, Ravalli and
Sanders

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ELEC0768-010 06/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.71	17.94

ENGI0400-009 05/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR:, ZONE 1: (7) CRANES, 150 TONS TO INCLUDING 250 TONS (ADD \$1.00 FOR EVERY 100 TONS OVER 250 TONS); CRANE, STIFF-LEG OR DERRICK; HELICOPTER HOIST; CRANE, TOWER (ALL). ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS: THE ZONE HOURLY RATES APPLICABLE TO EACH PROJECT SHALL BE DETERMINED BY MEASURING THE ROAD MILES OVER THE SHORTEST PRACTICAL MAINTAINED ROUTE FROM THE NEAREST COUNTY COURT HOUSE OF THE FOLLOWING LISTED TOWNS TO THE CENTER OF THE JOB: BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA ZONE 1: 0 TO 30 MILES - BASE PAY ZONE 2: 30 TO 60 MILES - BASE PAY + \$3.50 ZONE 3: OVER 60 MILES - BASE PAY + \$5.50.....	\$ 42.23	16.20
POWER EQUIPMENT OPERATOR: ZONE 1: (6) CRANES 75 TO AND INCL. 149 TONS; CRANES, WHIRLEY (ALL). ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS: THE ZONE HOURLY RATES APPLICABLE TO EACH PROJECT SHALL BE DETERMINED BY MEASURING THE ROAD MILES OVER THE SHORTEST PRACTICAL MAINTAINED ROUTE FROM THE NEAREST COUNTY COURT HOUSE OF THE FOLLOWING LISTED TOWNS TO THE CENTER OF THE JOB: BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA ZONE 1: 0 TO 30 MILES - BASE PAY ZONE 2: 30 TO 60 MILES - BASE PAY + \$3.50 ZONE 3: OVER 60 MILES - BASE PAY + \$5.50.....	\$ 41.15	16.20
POWER EQUIPMENT OPERATOR: ZONE 1: (5) CRANES 45 TONS TO AND INCL. 74 TONS. ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS: THE ZONE HOURLY RATES APPLICABLE TO EACH PROJECT SHALL BE DETERMINED BY MEASURING THE ROAD MILES OVER THE SHORTEST PRACTICAL MAINTAINED ROUTE FROM THE NEAREST COUNTY COURT HOUSE OF THE FOLLOWING LISTED TOWNS TO THE		

CENTER OF THE JOB: BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA ZONE 1: 0 TO 30 MILES - BASE PAY ZONE 2: 30 TO 60 MILES - BASE PAY + \$3.50 ZONE 3: OVER 60 MILES - BASE PAY + \$5.50.....\$ 40.07 16.20

POWER EQUIPMENT OPERATOR: ZONE 1: (4) CRANES 25-44 TONS. ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS: THE ZONE HOURLY RATES APPLICABLE TO EACH PROJECT SHALL BE DETERMINED BY MEASURING THE ROAD MILES OVER THE SHORTEST PRACTICAL MAINTAINED ROUTE FROM THE NEAREST COUNTY COURT HOUSE OF THE FOLLOWING LISTED TOWNS TO THE CENTER OF THE JOB: BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA ZONE 1: 0 TO 30 MILES - BASE PAY ZONE 2: 30 TO 60 MILES - BASE PAY + \$3.50 ZONE 3: OVER 60 MILES - BASE PAY + \$5.50.....\$ 38.98 16.20

POWER EQUIPMENT OPERATOR: ZONE 1: (3) MECHANIC, SCRAPER. ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS: THE ZONE HOURLY RATES APPLICABLE TO EACH PROJECT SHALL BE DETERMINED BY MEASURING THE ROAD MILES OVER THE SHORTEST PRACTICAL MAINTAINED ROUTE FROM THE NEAREST COUNTY COURT HOUSE OF THE FOLLOWING LISTED TOWNS TO THE CENTER OF THE JOB: BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA ZONE 1: 0 TO 30 MILES - BASE PAY ZONE 2: 30 TO 60 MILES - BASE PAY + \$3.50 ZONE 3: OVER 60 MILES - BASE PAY + \$5.50.....\$ 24.34 10.40

POWER EQUIPMENT OPERATOR: ZONE 1: (2) CRANE OILER, BULLDOZER, ROLLER (DIRT AND GRADE COMPACTION). ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS: THE ZONE HOURLY RATES APPLICABLE TO EACH PROJECT SHALL BE DETERMINED BY MEASURING THE ROAD MILES OVER THE SHORTEST PRACTICAL MAINTAINED ROUTE FROM THE NEAREST COUNTY COURT HOUSE OF THE FOLLOWING LISTED TOWNS TO THE CENTER OF THE JOB: BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA ZONE 1: 0 TO 30 MILES - BASE PAY ZONE 2: 30 TO 60 MILES - BASE PAY + \$3.50 ZONE 3: OVER 60 MILES - BASE PAY + \$5.50.....\$ 23.94 10.40

POWER EQUIPMENT OPERATOR: ZONE 1: (1)A-FRAME TRUCK CRANE, OILER (EXCEPT CRANE). ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS: THE ZONE HOURLY RATES APPLICABLE TO EACH PROJECT SHALL BE DETERMINED BY MEASURING THE ROAD MILES OVER THE SHORTEST PRACTICAL MAINTAINED ROUTE FROM THE NEAREST COUNTY COURT HOUSE OF THE FOLLOWING LISTED TOWNS TO THE CENTER OF THE JOB: BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA ZONE 1: 0 TO 30 MILES - BASE PAY ZONE 2: 30 TO 60 MILES - BASE PAY + \$3.50 ZONE 3: OVER 60 MILES - BASE PAY + \$5.50.....\$ 23.47 10.40

IRON0014-016 01/01/2024

	Rates	Fringes
IRONWORKER: REINFORCING AND STRUCTURAL.....	\$ 32.08	29.06

SUMT2011-054 02/08/2011

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK.....	\$ 18.84	5.92
OPERATOR: LOADER (FRONT END).....	\$ 24.20	7.84
OPERATOR: GRADER/BLADE.....	\$ 24.69	8.40
OPERATOR: EXCAVATOR.....	\$ 22.94	9.05
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 21.99	8.55

OPERATOR: BACKHOE.....	\$ 21.44	8.05
LABORER: LANDSCAPE AND IRRIGATION.....	\$ 15.14	1.30
LABORER: PIPELAYER.....	\$ 21.81	4.83
LABORER: COMMON OR GENERAL.....	\$ 17.99	5.90
CARPENTER, EXCLUDES FORM WORK.....	\$ 21.13	7.00
CARPENTER (FORM WORK ONLY).....	\$ 24.30	7.80

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **◆SU◆**, **◆UAVG◆**, **◆SA◆**, or **◆SC◆** denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took

effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

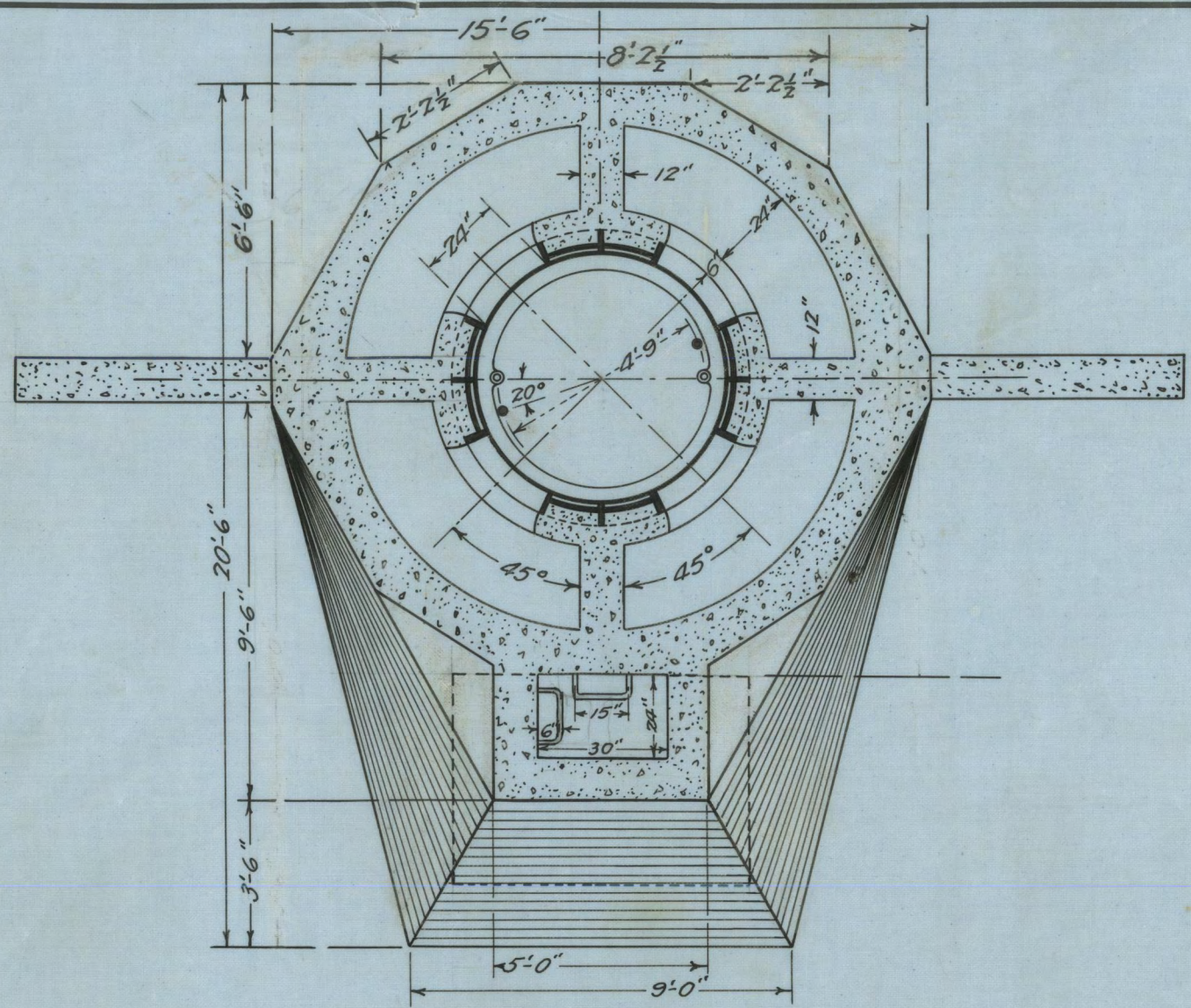
3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

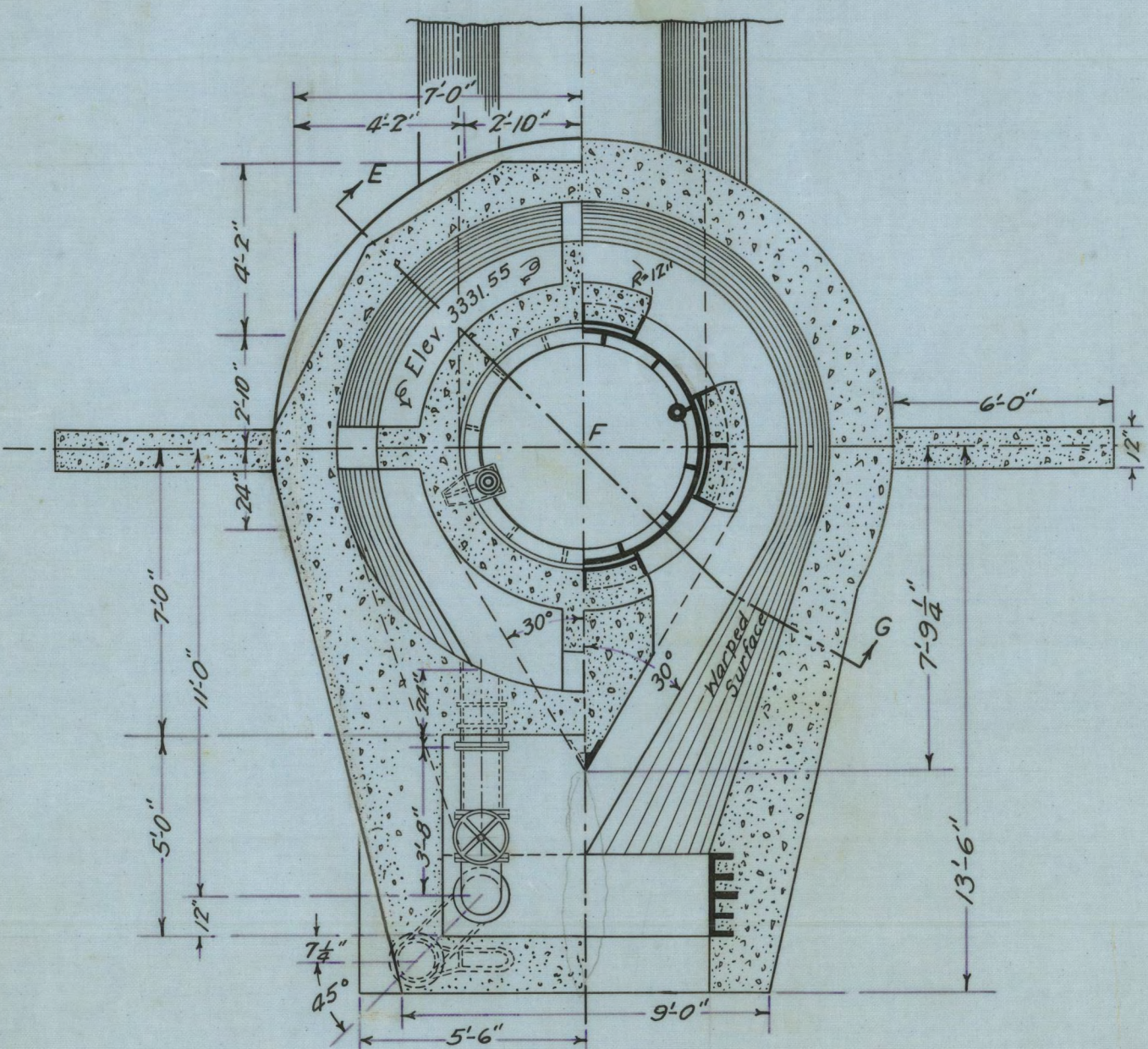
=====
END OF GENERAL DECISION

"

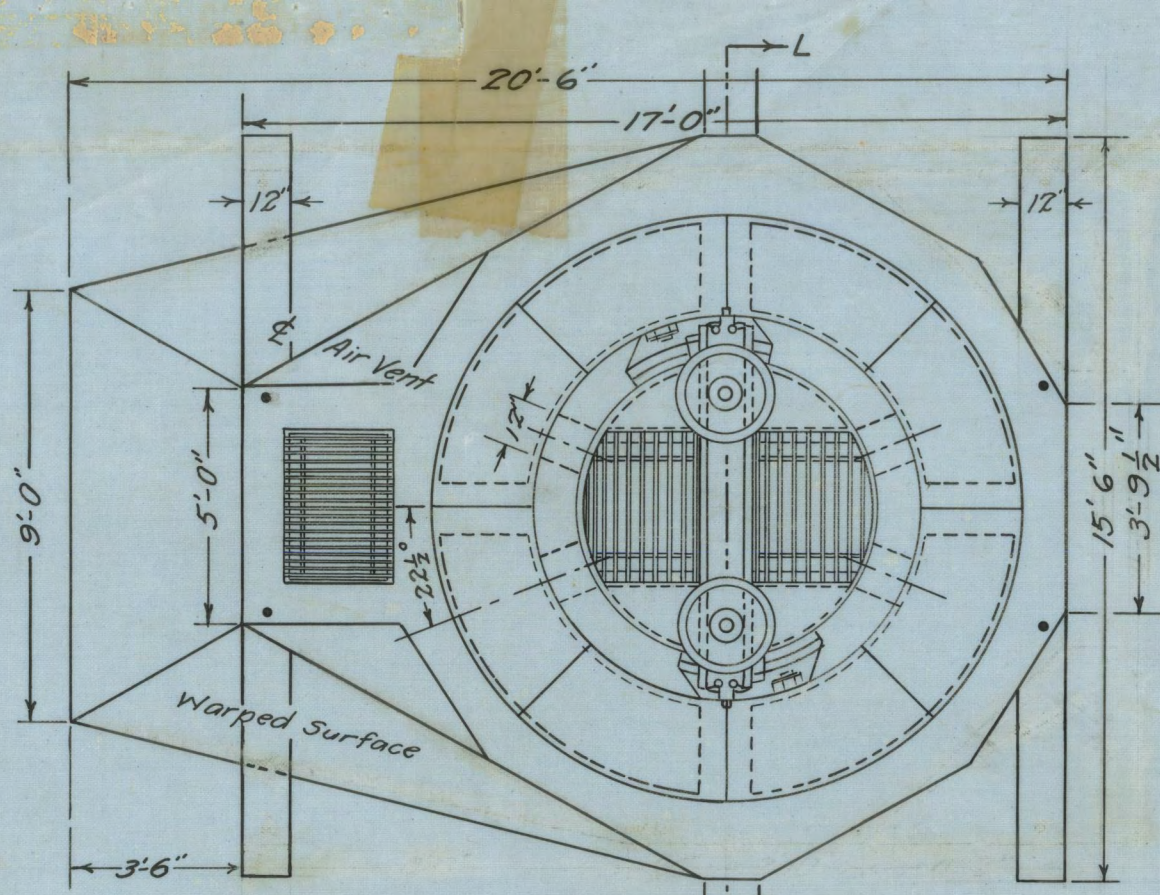
ATTACHMENT 3: MISSION DAM DRAWINGS



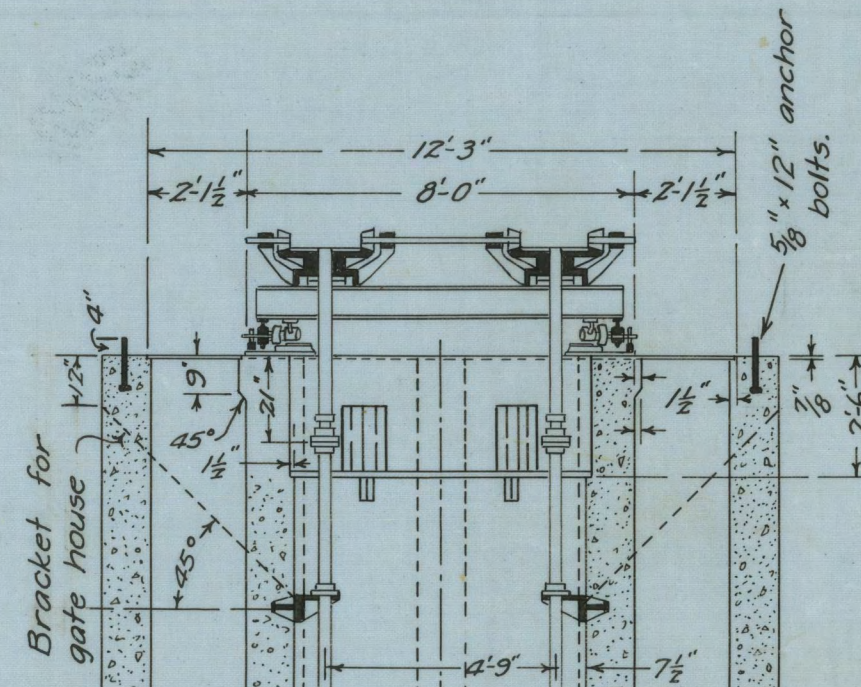
SECT. M-M



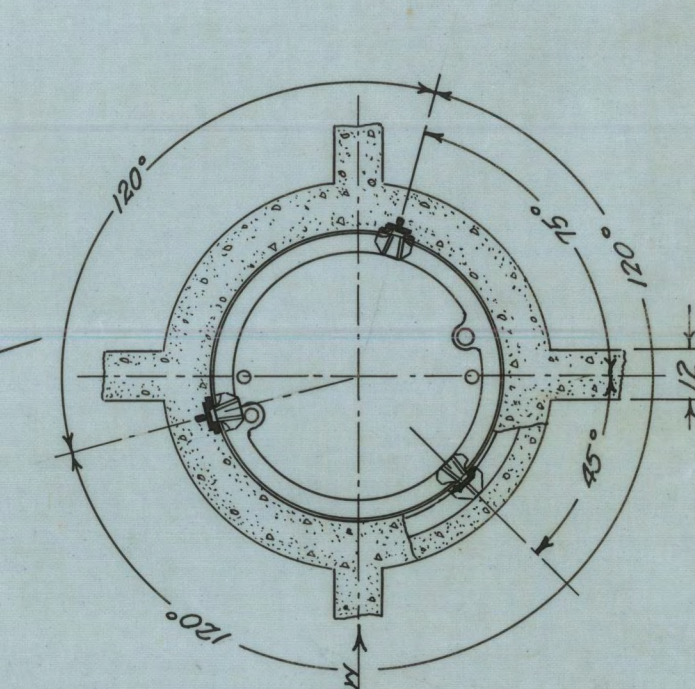
HALF SECT. D-D HALF SECT. A-B-G



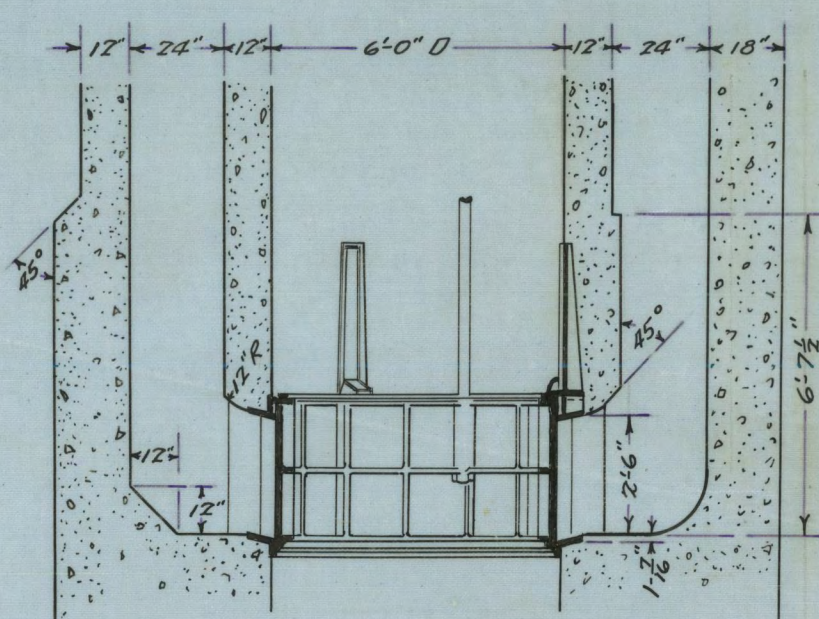
TOP PLAN



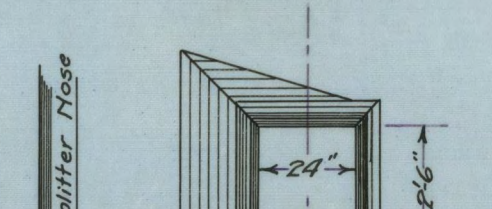
SECT. L-L



SECT. N-N



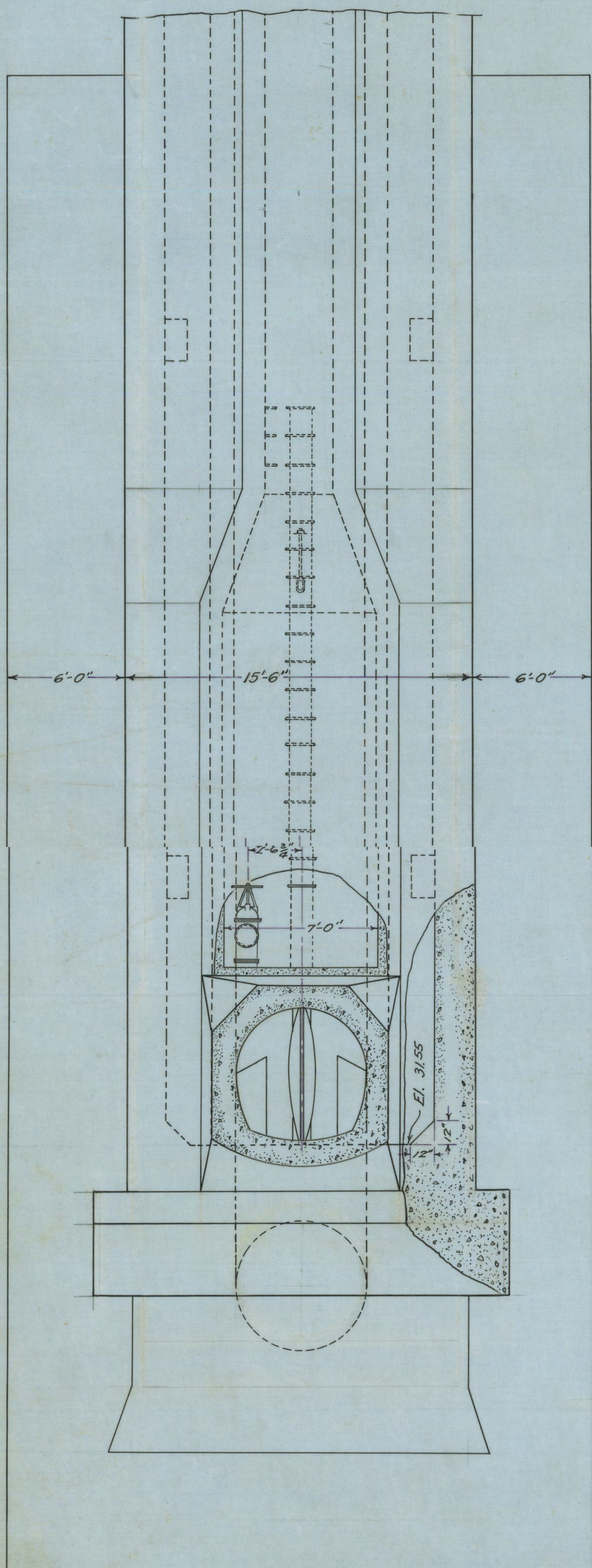
PART SECT. E-F-G



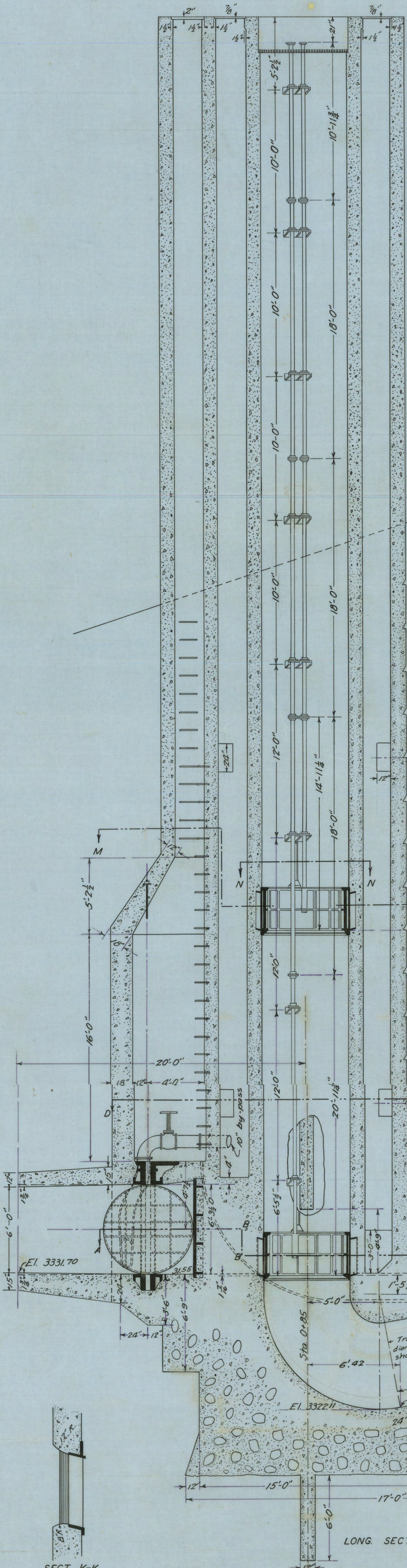
ELEVATION LOWER GATE OPENING THROUGH SPLITTER



DETAIL

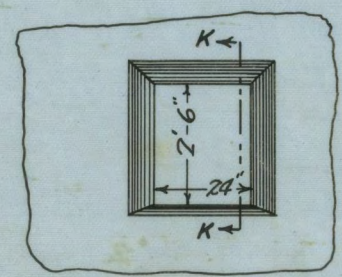


UPSTREAM ELEVATION



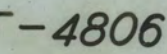
LONG. SECT.

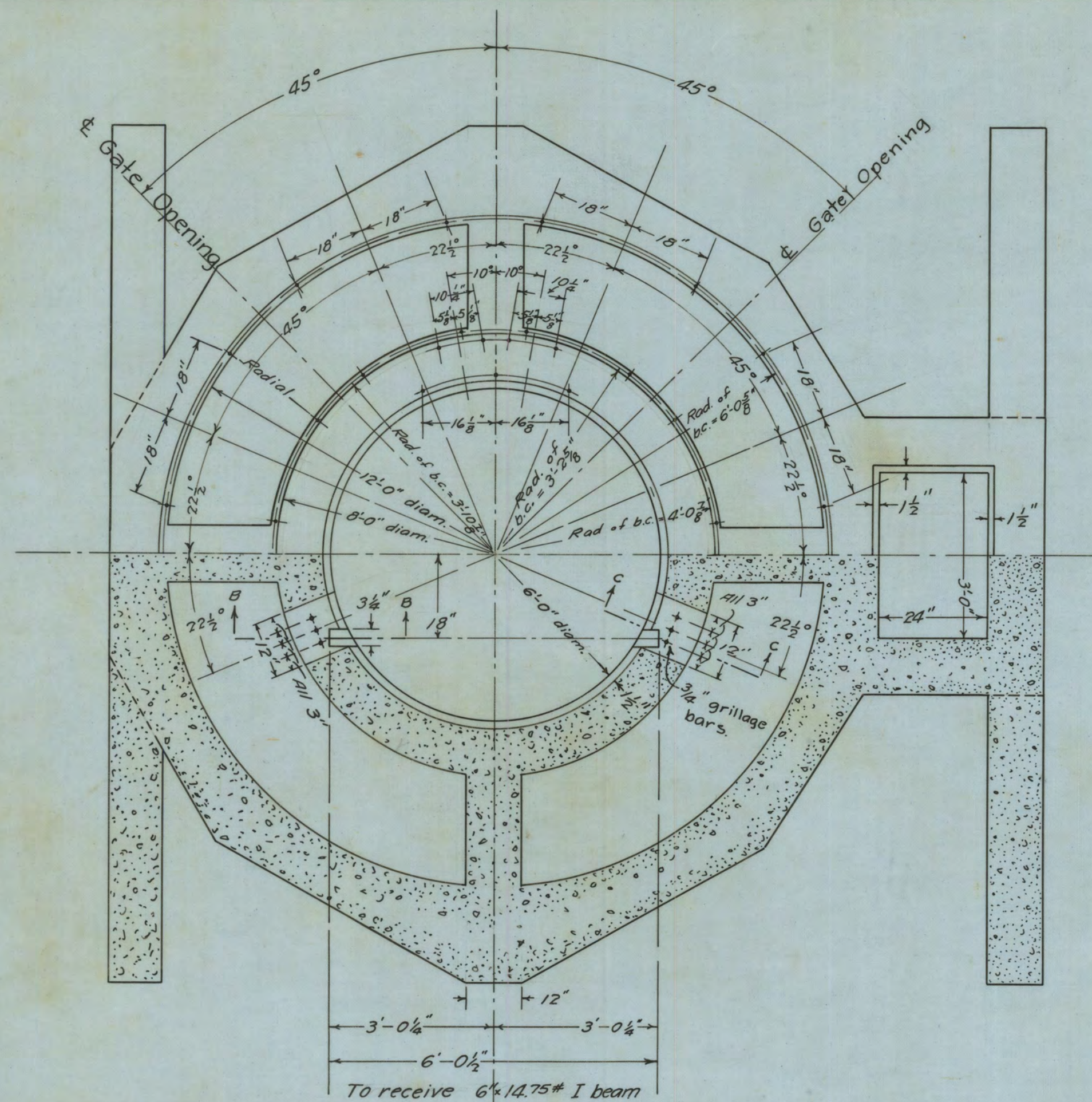
SECT. K-K
Scale 1/2"=1'



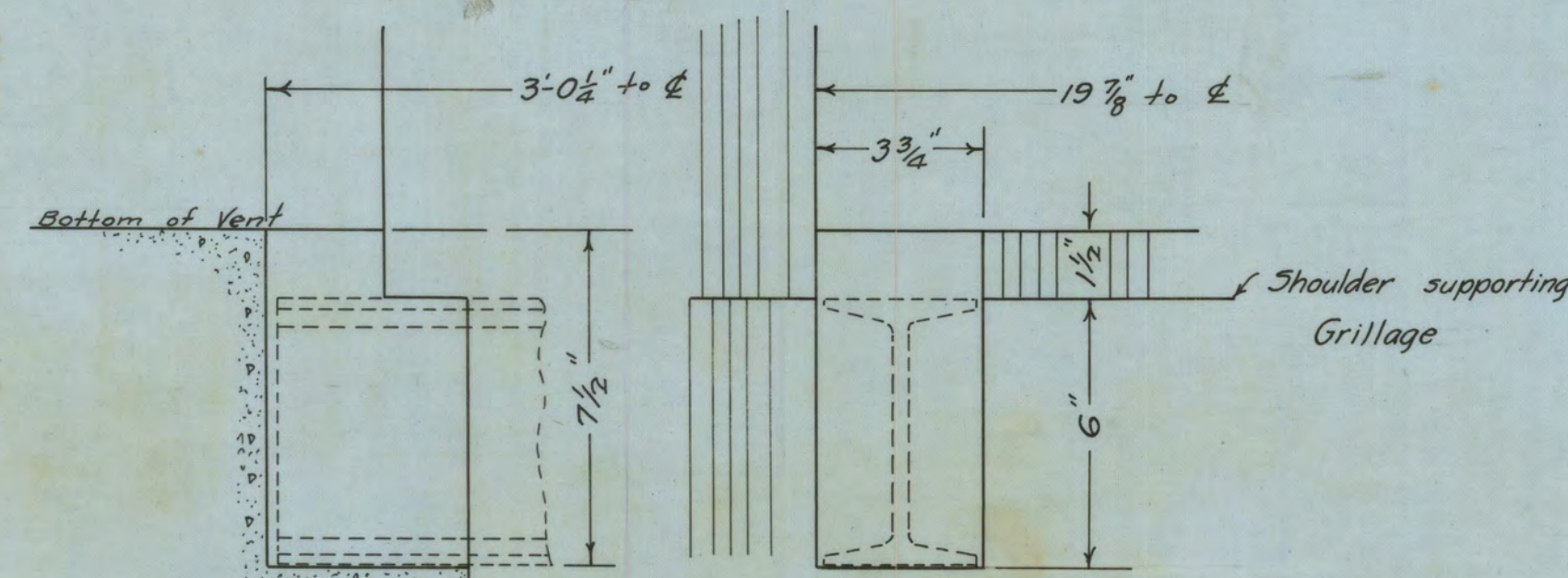
ELEVATION UPPER GATE OPENING

DEPARTMENT OF THE INTERIOR
U.S. INDIAN IRRIGATION SERVICE
A.L. WATHEN — DIRECTOR OF IRRIGATION
H.V. CLOTTIS — ASST. DIRECTOR — W.S. HANNA — SUPERVISING ENGR.
FLATHEAD PROJECT — MONTANA
MISSION RESERVOIR
GATE TOWER DETAILS
Scale 1/4"=1' Jan. 1934
DESIGN U.S.R.S. SUBMITTED SUPERVISING ENGR
DRAWN F.E.R. APPROVED DIRECTOR OF IRRIGATION



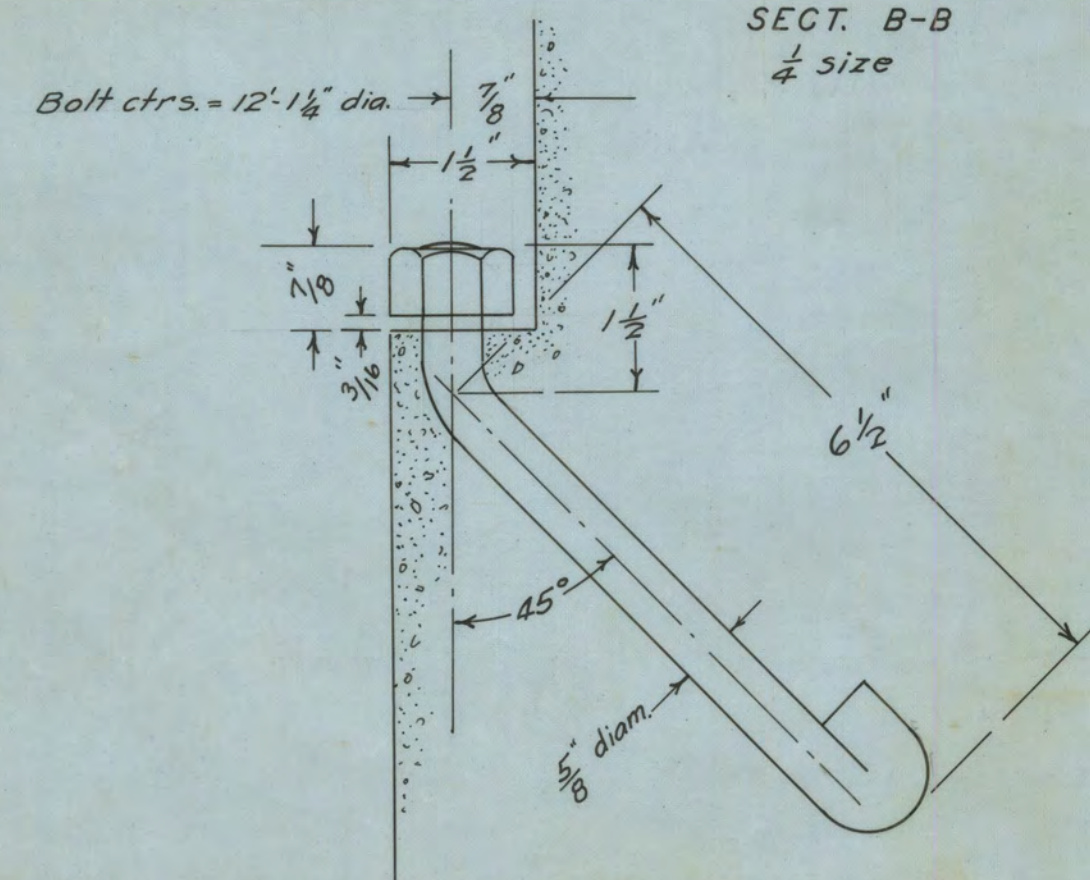


TOP DETAILS
Scale $\frac{1}{2}"=1'$

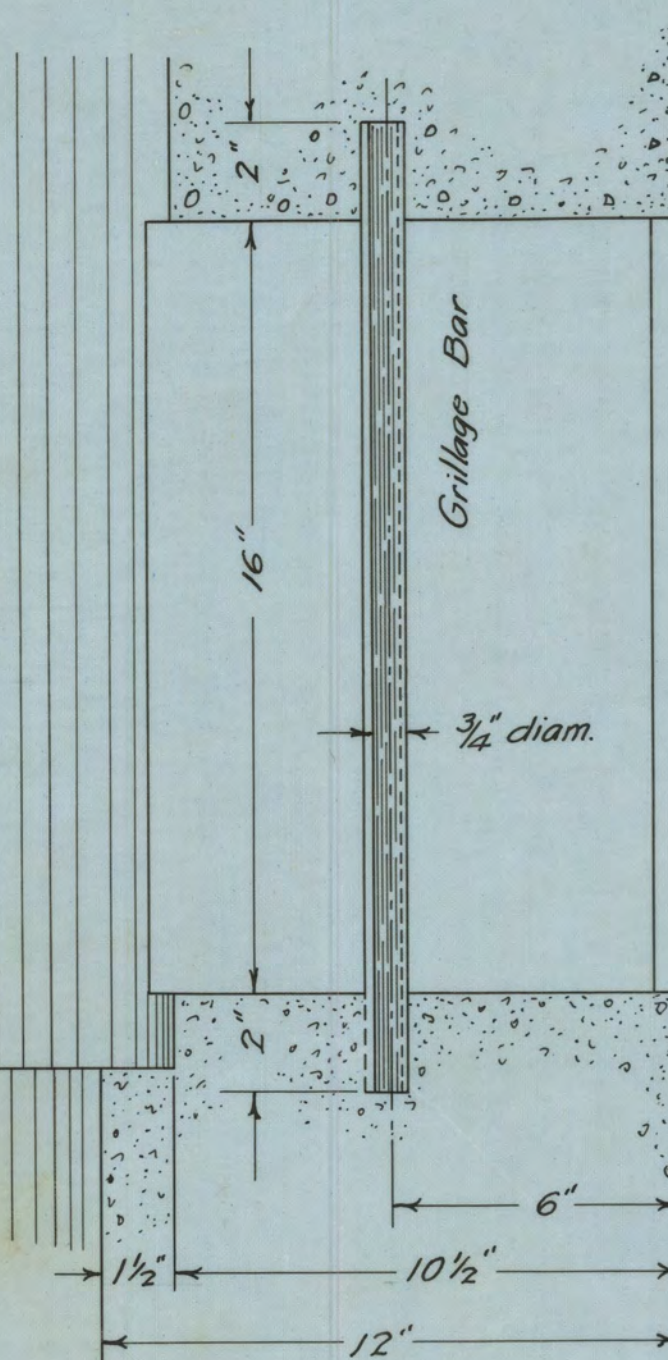


SECT. B-B
 $\frac{1}{4}$ size

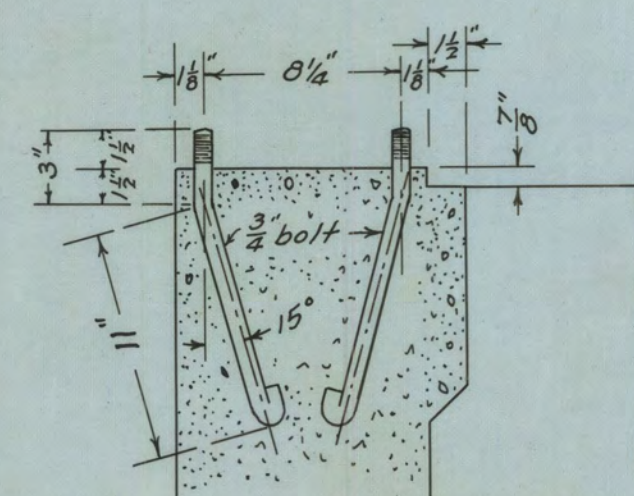
ELEV.
 $\frac{1}{4}$ size



FOR CHECKER PLATE FLOOR
 $\frac{1}{2}$ size

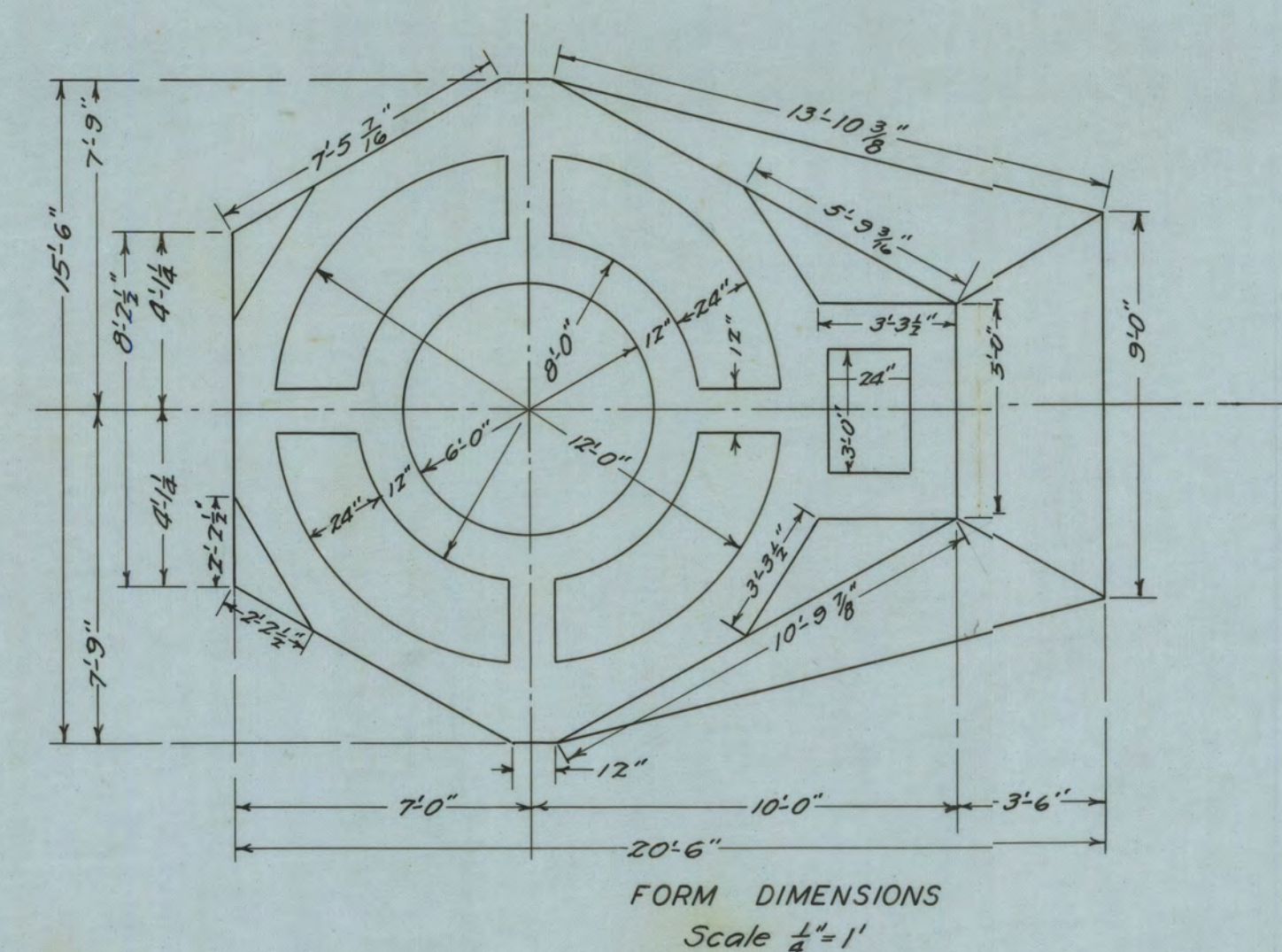


SECT. C-C
 $\frac{1}{4}$ size

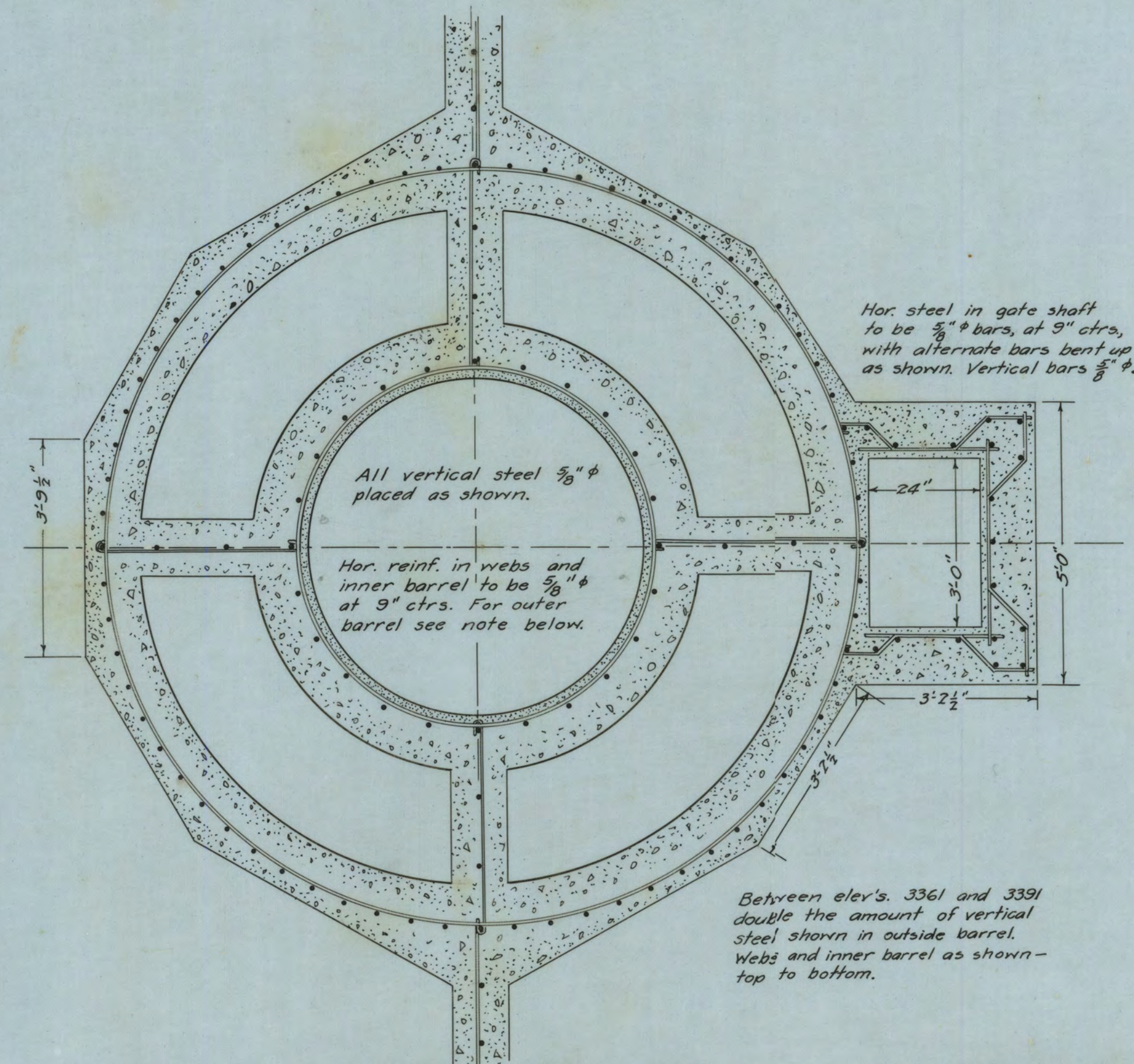


FOR BED PLATES

DETAIL OF BRACKET SUPPORTING
GATE HOUSE

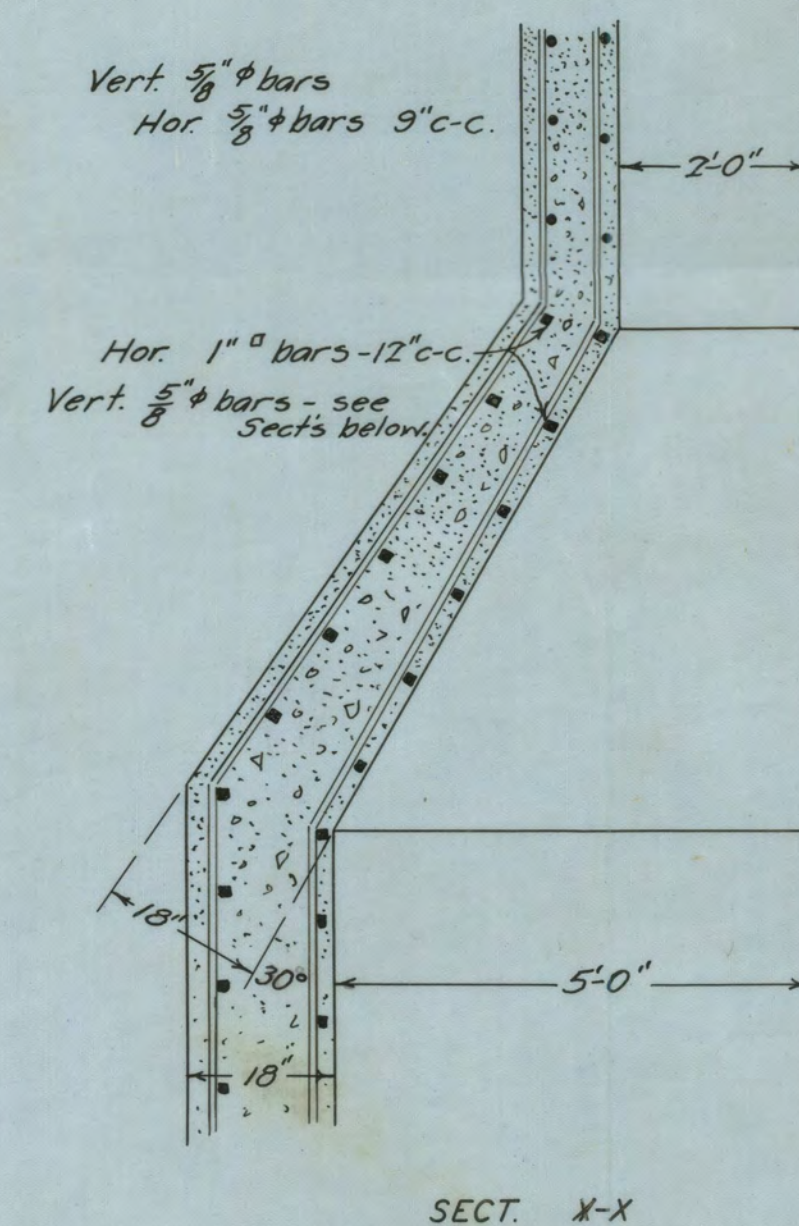


FORM DIMENSIONS
Scale $\frac{1}{4}"=1'$

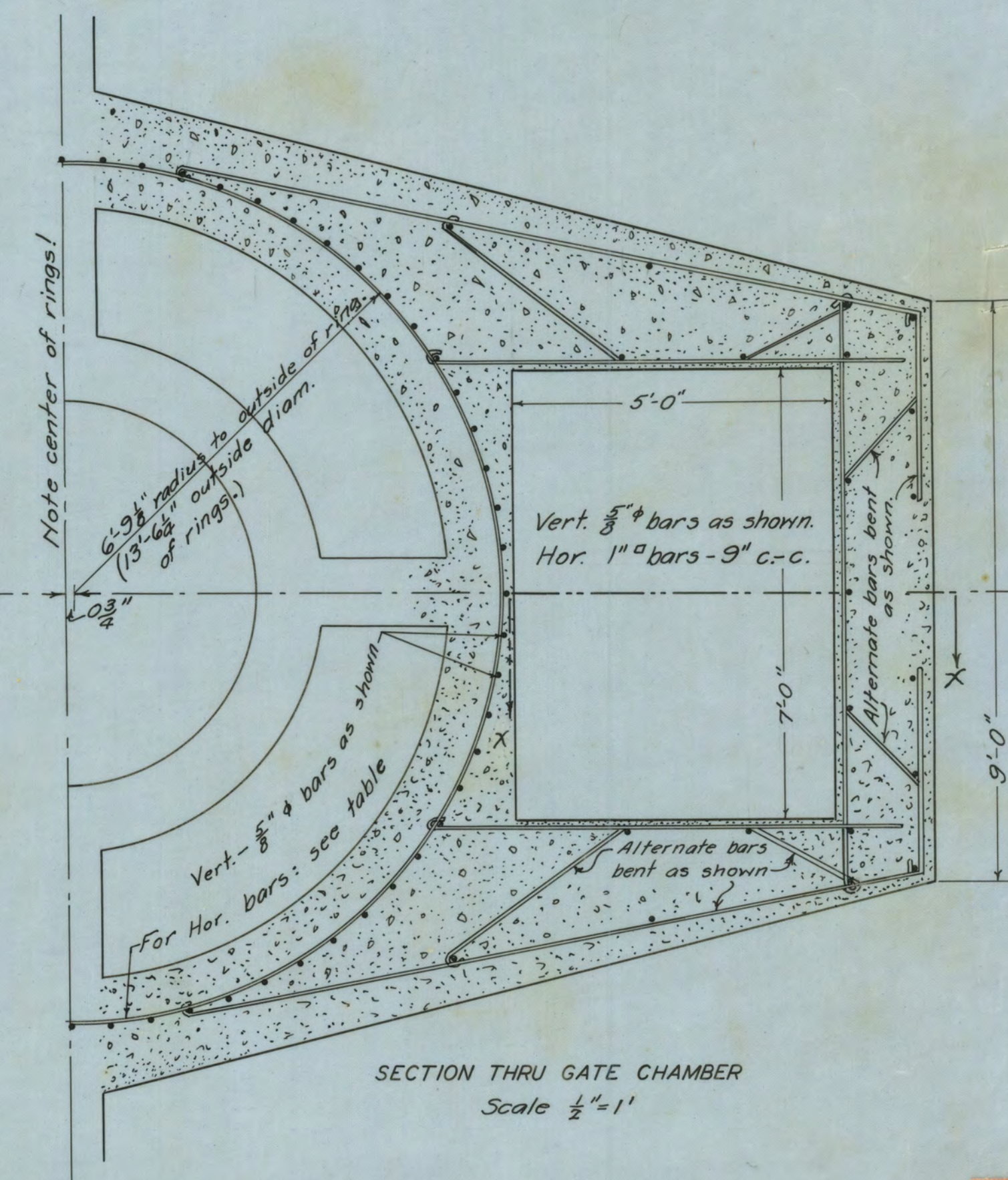


Elev.	Spacing of rings		
3331 to 3356	1" bars	@	6" ctrs.
3356 " 3370	1" "	"	9" "
3370 " 3381	1" "	"	12" "
3381 " 3389	$\frac{3}{4}"$ "	@	9" "
3389 " 3396	$\frac{3}{4}"$ "	"	12" "
3396 " 3419	$\frac{5}{8}" \phi$	@	9" "

TYPICAL SECT. ABOVE GATE CHAMBER
Scale $\frac{1}{2}"=1'$



SECT. X-X



SECTION THRU GATE CHAMBER
Scale $\frac{1}{2}"=1'$



Existing Pipe gate

Existing gatehouse

Area anticipated to be available for staging as needed

Outlet Works Discharge

Mission Dam

ATTACHMENT 4: MISSION DAM LOWER GATE REPAIR

MISSION DAM – LOWER GATE REPAIR 2020 BY FIIP

The following report was copied from an email sent by Nick Belcourt on February 10, 2021, that also included several photos (contained in 3 emails).

Here is as recap on the repairs at Mission Dam. Attached are the photos of the shafts that failed and new ones installed.

On 11/30/2020 the dam inspection crew moved water from Tabor Dam for instream on mission creek and shut down mission dam. They closed the butterfly and installed the spider lift.

On 12/01/2020 they installed the pumps in the gooseneck and started to pump out the outlet conduit.

The crews were able to get a good seal on the butterfly gate and it only took 4 hours of pumping to clear the conduit of water. We descended to lower gate and remove the Brocken shafts and inspected the bolt holes on top of the gate that secure the guides to the top of the gate. The threads in the holes are detreated from corrosion and rust. I decided to build some new bolts that would go all the way throw the upper flange of the gate and secure them with a lock nut on the bottom of the flange. This would allow the new bolts to get full clamping load on the guides. I built the new bolts out of B7 all thread and grade eight nuts. These bolts will replace the current stainless-steel bolts that came loose and allowed the guides to fall off.

On 12/2/2020 we installed the new shafts to the gate shafts that extend down from the gearworks. We then closed the gearworks to drop the shafts throw the radial gate and Torque the retaining bolts to 800 Ft pounds. We raised the gate and installed the new guides with the B7 bolts that extended past the flange on the gate. Then we installed grade eight lock nuts on the retaining bolts under the flange to help prevent the retaining bolts from vibrating loose. All the fastener for the guides were assemble with high strength lock tight. We raised the gate and inspected the upper and lower seals, and they were all intact. They do have some erosion and pitting. Could not see any signs of cracking or fractures and bolts that hold the seals were secure. We pined the retaining nuts to new shafts and pined the upper shafts. Inspected the brass guides behind the radial gate and they were all there and they look good had approximately .250" inch. of running clearness and all the bolts to the brass guides were secure. They showed some wear approximately 8 to 10" inches up from the bottom, where the gate seems to operate the most, but overall, the brass guides look good. If we see the same amount of wear on these brass guides at the fall 2021 inspection, we may need to shim them out or may look at replacing them to keep the gate from vibrating during the 2022 irrigation season.

We observed the gate operation to fully open and fully closed and it moved freely. We also looked at the butterfly and it was leaking very little water compared to the initial inspection this fall. The leakage was minimal we only had to run the pumps intermittently to keep up with the leakage. Every two to three hour and it did not take long to pump out.

















2018

Mission Dam Lower Gate Repair Report

A man basket was set up and the gooseneck section of the outlet works was pumped out to allow inspection of the lower gate. Upon inspection, it was determined that the shafts controlling the gate had failed. Both shafts were broken off flush with the gate. It was also discovered that all three guides designed to prevent gate rotation were missing. Inspection indicated that the bolts retaining these guides had loosened and failed, with several broken bolts remaining in the gate. The missing guide components were recovered from the outlet works discharge channel.

Additional inspection revealed that several bronze gate guides had become detached and fallen from the gate. The remaining guides exhibited severe wear, resulting in excessive clearance between the gate and guide surfaces. This excessive wear allowed the gate to move and vibrate violently within the gate bore during operation. The vibration caused the bolts securing the upper radial guides to loosen and fail. It also caused three bronze guides located behind the gate to become detached and fall out. Most of the threaded mounting holes for the guides were also damaged. Due to the missing and severely worn guides, there was insufficient support to keep the gate stable during operation, ultimately resulting in failure of the operating shafts.

Following inspection, Mission Dam was returned to service using the emergency gate.

Mission Machine was contracted to manufacture four new 9-foot operating stems to replace the existing 18-foot stems. New coupling flanges were assembled onto the stems and complete shaft assemblies were fabricated. All couplings were drilled and pinned in the St. Ignatius shop. The replacement jack shafts that pass through the gate were cleaned and prepared for installation. Twelve new bronze gate guides manufactured by Mission Machine were also prepared.

The three radial guides were rebuilt by welding and then machined by Mission Machine to final specifications. All new hardware required for reassembly was purchased.

Once all replacement parts were completed, repair work began at Mission Dam. A man basket was again set up and the gooseneck section was dewatered. Due to their length and weight, the broken 18-foot stems had to be cut in half before removal. The four stem sections were then removed individually using the man basket. Removal of the stems in their original length would have required removal of the gatehouse roof and the use of a crane.

After the old shafts and shaft support assemblies were removed, the shaft supports were inspected and found to be in satisfactory condition. These supports were reused on the new shaft assemblies.

Following removal of the upper shafts, it was discovered that the upper bushing used to center the jack shafts within the gate had come loose and fallen into the lower gate bore. The bushing was recovered, the bore cleaned, and the bushing reinstalled in its proper position.

New jack shafts were installed through the gate using new hardware. Retaining nuts were torqued to 600 ft-lbs and then drilled and pinned to prevent loosening. The existing shaft supports were installed onto the new shaft assemblies using new hardware. Shaft lengths were adjusted to match the gearworks and all connections were drilled and pinned.

The gate was then raised and the existing guides removed. Six of the eight guide mounting locations required new bolt holes to be drilled and tapped due to damage. All mounting surfaces were cleaned and prepared by removing rust and debris. Twelve new holes were drilled and tapped for 1/2-inch coarse-thread mounting bolts.

New bronze guides were installed using stainless steel hardware. No shims were initially installed. Measurements determined that the original guides had a new thickness of approximately 0.950 inches, while the replacement guides measured 1.050 inches thick. It was decided to install the thicker guides without machining them down and evaluate the resulting fit.

The gate was lowered and operating clearances were checked. With no shims installed, average clearance between the gate and guides measured approximately 0.250 inches, allowing some gate movement. It was determined that additional adjustment was necessary. New shim packs providing approximately 0.060 inches of adjustment were fabricated in the shop and installed behind the guides.

After installation of the shim packs, running clearances were rechecked and measured approximately 0.120 inches. Gate movement was significantly reduced and determined to be acceptable.

Broken bolts on the top of the gate were drilled out and the rebuilt radial guides were installed. The gate was then fully cycled through its operating range. The gate opened and closed properly with smooth operation observed throughout the travel range.

The upper emergency gate was also inspected and found to be in good condition.

Completed by:
Nick Belcourt



10.31.2018



10.31.2018



10.31.2018

ATTACHMENT 5: SAMPLE CSKT SMALL CONSTRUCTION CONTRACT

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 – [name of Program]** ("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. **Name of Project** intends to details, details.
 - 2. The Site of the Work areas are described in greater detail in the Contract Documents but generally located **where.**

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. The Contractor's Bid Form
3. MT20260078 01/30/2026 (Davis Bacon Wage Determination) (Attachment A)
4. CSKT Indian Preference Ordinance 101 (Attachment B)
5. Construction Specifications and Design Drawings (Attachment C)
6. 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 Invoice Certification Form
 - d. Work Change Directives form
 - e. Change Orders form
 - f. Field Orders form

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Name of engineering firm or entity serving in the role or none.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **Date** and completed and ready for final payment on or before **Date.**

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 [event & date/days]
2. Milestone 2 [event & date/days]
3. Milestone 3 [event & date/days]

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
Total of all extended prices for Estimated Quantities of Work					\$ calculate

- B. 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:	\$ <u>2,000,000.00</u>
---------------------------	------------------------

- 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 five (5) business days of notice of contingent award, Contractor shall provide the following, necessary for CSKT contract administration:
- Proof of Insurance
 - Workman's Compensation
 - Completed CSKT Debarment form
 - Completed W-9 form
- B. Once received in complete form, CSKT Tribal Council approval may be necessary in order to issue a DocuSign link for contract execution. Owner may issue a Notice to Proceed after Tribal Council approval. Owner will return one fully executed counterpart of the Agreement, together with a printed or electronic copy of the Contract Documents.
- C. Contractor is responsible for submitting a written compliance plan to the CSKT Indian Preference Coordinator. The compliance plan must be submitted on a form specified by the CSKT Indian Preference Office.

1. Contractor must submit proof of compliance at least ten days prior to the commencement of any work.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

7.02 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.

7.03 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.

7.04 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.

7.05 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work, in accordance with paragraph 17.09. Such subcontractors and suppliers must be acceptable to Owner.

7.06 Quality Management

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

7.07 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.

7.08 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.

7.09 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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. The Owner shall retain **enter the percentage of Contract Price to be Held as Retainage** % of each progress payment until the Work is substantially complete.

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 **50 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 – Company Name
Attn: NRD-DEWR Name	Attn: Name
PO Box 278	Address

Pablo, MT 59855	City State Zip
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SAMPLE

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

ATTACHMENT 6: FIIP CONFINED SPACE POLICY



UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Flathead Agency
P O Box 40
Pablo, Montana 59855

In Reply Refer To:
Flathead Indian Irrigation Project
220 Project Drive
St. Ignatius, MT 59865

OCT 11 2019

To: Flathead Indian Irrigation Staff
From: Project Manager *R.A. M/S*
Subject: Confined Space Entry Safety Program/Policy

Effective the date of this memorandum, the attached policy is adopted and implemented for use by Project personnel during required inspections/work in confined space areas. The policy is a living document and will be subject to review and revision as required.

The policy has been reviewed and discussed by the Flathead Indian Irrigation Safety Committee on meeting held on October 8, 2019, and has been passed by the committee for use.

The following signatures are from the F.I.I.P supervision and the F.I.I.P Safety Committee:

Supervisory Irrigation Maintenance Specialist

Date:

Supervisory Irrigation System Operator

Date:

F.I.I.P/Safety Committee Chairman

Date:

Confined Space Entry Safety Program

Regulatory Standard: OSHA 29 CFR 1910.146, 29 CFR 1926.1200-1213

Introduction

Flathead Indian Irrigation Project (FIIP) is committed to providing a safe and healthful work environment for the entire staff. In pursuit of this goal, the following program allows for evaluation and identification of potential permit-required confined spaces (permit space) and the associated potential hazards, while ensuring the communication of potential hazards to the employees. Details of duties for authorized entrants, attendants, rescuers and entry supervisors are presented. The program outlines training requirements, entry permits, atmospheric testing procedures and rescue and emergency services for both General Industry and for the FIIP

Training

- *Entry Supervisors, Entrants, Emergency/Rescue Team Members, and Attendants* require training on the hazards that will be encountered in each permit space and the methods used to isolate, control or in other ways protect employees from the hazards.
- Entry Supervisors will be trained at least to the same level of the employees for whom they are responsible
- Other employees need to be informed to maintain their distance from any permit spaces

Forms

Training Roster
Assessment Form
Atmospheric Testing Form
Entry Permit
Confined Space List Form

Table of Contents:

1. Purpose
2. Scope
3. Responsibilities
4. Procedure
5. Safety
6. Training Requirements
7. Recordkeeping Requirements
8. Definitions
9. Forms
10. Enclosures, SOP Dam inspections by location

1.0 Purpose

This Program specifies the necessary steps to ensure safe entry into confined spaces, with an emphasis on permitted confined spaces. No entry shall be made into a permit space until a

confined space permit is completed, all conditions have been met, and the permit is posted at the site of entry. FIIP will establish permit space operational procedures through the use of this document. Management will review and evaluate this safety program:

- On an annual basis, or as needed or required
- When changes occur to 29 CFR 1910.146 or 29 CFR 1926.1200-1213 that prompt revision of this document
- When facility operational changes occur that require a revision of this document

2.0 Scope

FIIP shall evaluate the workplace to determine if any spaces are permit- required confined spaces. This program applies to all permit spaces at the facility or construction site to which employees are exposed. There are two types of confined spaces, permit-required and non-permit required.

A confined space must meet all the following criteria:

- It is large enough and so configured that an employee can bodily enter and perform assigned work.
- Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.)
- Is not designed for continuous employee occupancy.

A permit required confined space includes the features of a space that does not require a permit and one or more of the following:

- Contains or has a potential to contain a hazardous atmosphere.
- Contains material that has the potential for engulfing an entrant
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section.
- Contains any other recognized serious safety or health hazard.

3.0 Responsibilities

The FIIP Program Administrator
The FIIP Program Training Administrator
The FIIP and/or Site Safety Officer
The BIA NW Regional Safety Officer

Management/Supervisors

- Identify all confined space locations and entry requirements. Maintain a list of all permanent confined spaces in the facility, their associated hazards, and the protective measures required for entry.
- Restrict access to these permit spaces through permit space training, signage, restricted physical access, or through any combination therein. Take effective measures to prevent non-trained employees from entering the permit-required confined spaces.
- Develop safe entry requirements for all permit spaces to ensure the safety and health of all entrants, (accounting for issues such as: atmospheric testing, isolation of energy sources, provision for PPE, rescue plans, communication, etc.)
- Designate an Entry Supervisor
- Train all persons involved in permit space entry to their level of involvement.
- Ensure that all team members required to wear respiratory protection are qualified for respiratory protection use.
- Become thoroughly familiar with all hazards associated with the permit space entry.
- Annually review permits to ensure effectiveness of procedures.
- Retain entry permits for at least one year beyond termination of the job or permit.
- Ensure the Written Confined Space Program is available for inspection by employees, their authorized representatives, and authorized government inspectors.
- Ensure communication with contractors.
- Conduct a FIIP job hazard analysis with all personnel involved in entry process

Employees:

- Maintain safe distances from permit spaces, unless authorized to enter them.

Entry Supervisor:

- Assist in the planning of permit space entries. Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure.
- In conjunction with management, contractors and other qualified personnel, determine appropriate PPE to be worn by entrants.
- Complete a site specific Confined Space Checklist and verify that the appropriate information has been entered on the permit including all tests specified by the permit have been conducted by qualified persons and all procedures and protective equipment specified by the permit are in place and at the site before endorsing the permit and allowing entry to begin.
- Terminate the entry and cancel the permit as required.
- Verify that rescue services are available and that the means for summoning them are operable.
- Ensure removal of unauthorized individuals who enter or who attempt to enter the permit space during entry operations.
- Whenever responsibility for a permit space entry operation is dictated by the hazards and operations performed within the space, determine that entry operations remain consistent with the terms of the entry permit and that acceptable entry conditions are maintained.

- Stop work if conditions are considered unsafe and immediately initiate evacuation of the Permit space.
- Sign Entry Permit and ensure procedures specific to the permit are understood and followed, and that entrant training is completed prior to allowing entry to begin.
- Conduct a FIIP JHA with all participants and document as required

Entrants:

- Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure, and the protective measures to be taken to prevent exposure to hazards.
- Properly use protective equipment, including full body harness, as properly trained.
- Communicate with attendant as necessary to ensure that if contact is lost, all entrants exit the permit space immediately.
- Alert the attendant whenever:
 - The entrant recognizes any warning sign or symptom of exposure to a dangerous situation.
 - The entrant detects a prohibited condition.
- Exit from the permit space as quickly as possible whenever:
 - An order to evacuate is given by the attendant or the entry supervisor.
 - The entrant recognizes any warning sign or symptom of exposure to a dangerous situation.
 - The entrant detects a prohibited condition.
 - An evacuation alarm is activated.
- Must read, understand, and follow the requirements of the permits.
- Participate in FIIP JHA pre-work meeting and sign as required.

Attendants:

- Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure.
- Be aware of possible behavioral effects of hazard exposure in authorized entrants.
- Continuously maintain an accurate count of authorized entrants in the permit space and ensures that the means used to identify authorized entrants under this section accurately identifies who is in the permit space.
- Remain in a pre-designated location outside the permit space during entry operations until relieved by another attendant.
- Communicate with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space. If contact is lost, all entrants must exit the permit space immediately.
- Monitor activities inside and outside the space to determine if it is safe for entrants to remain in the space, as well as the activities outside the permit space to maintain a safe environment for the entrants.
- Order the authorized entrants to evacuate the permit space immediately under any of the following conditions.
 - If the attendant detects a prohibited condition.

- If the attendant detects the behavioral effects of hazard exposure in an entrant.
- If the attendant detects a situation outside the space that could endanger the entrants.
- If the attendant cannot effectively and safely perform all the duties required under this section.
- Summon rescue and other emergency services as soon as the attendant determines that entrants may need assistance to escape from permit space hazards. Be familiar with location of, or other defined criteria on the permit check list.
- Take the following actions when unauthorized persons approach or enter a permit space while entry is underway:
 - Warn the unauthorized persons that they must stay away from the permit space.
 - Advise the unauthorized persons that they must exit immediately if they have entered the permit space.
 - Inform the authorized entrants and the entry team leader if unauthorized persons have entered the permit space.
- Performs non-entry rescues as specified by the rescue procedure.
- Performs no duties that might interfere with the attendant's primary duty to monitor and protect the entrants.
- Participate in FIIP JHA pre-work meeting and sign as required.

Emergency/Rescue Team Members:

- Ensure that each member of the rescue service is provided with, and is trained to use properly, the personal protective equipment and rescue equipment necessary for making rescues from permit spaces.
- Each member of the rescue service will be trained to perform the assigned rescue duties, including first aid and cardiopulmonary resuscitation (CPR). At least one member of the rescue service holding current certification in first aid and in CPR will be available.
- Each member of the rescue service will also receive the training required of authorized entrants.
- Each member of the rescue service will *practice making permit space rescues at least once every 12 months, by means of simulated rescue operations* in which they remove dummies, mannequins, or actual persons from the actual permit spaces or from representative permit spaces. Representative permit spaces will, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which any anticipated rescue is to be performed.
- **Non FIIP rescue personnel.** When non-agency rescue personnel are designated to perform permit space rescue, FIIP will:
 - Inform the rescue service of the hazards they may confront when called on to perform rescue.
 - Provide the rescue service with access to all permit spaces from which rescue may be necessary so that the rescue service can develop appropriate rescue plans and practice rescue operations.
- In Construction, the employer who designates rescue and emergency services, must:
 - Evaluate a prospective rescuer's ability to respond to a rescue summons in a timely manner, considering the hazard(s) identified.

- Evaluate a prospective rescue service's ability in terms of proficiency with rescue-related tasks and equipment, to function appropriately while rescuing entrants from the particular permit space or types of permit spaces identified.
- Select the rescue team or service from those evaluated that:
 - Has the capability to reach the victim(s) within a time frame that is appropriate for the permit space hazard identified;
 - Is equipped for and proficient in performing the needed rescue services
 - Agree to notify the employer immediately in the event that the rescue service becomes unavailable;
- To facilitate non-entry rescue, retrieval systems or methods will be used whenever an entrant enters a permit space, unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant. Retrieval systems used will meet the following requirements:
 - Each authorized entrant will use a chest or full body harness, with a retrieval line attached at the center of the entrant's back near shoulder level, or above the entrant's head. Wristlets may be used in lieu of the chest or full body harness if it is demonstrated that the use of a chest or full body harness is infeasible or creates a greater hazard and that the use of wristlets is the safest and most effective alternative.
 - The other end of the retrieval line will be attached to a mechanical device (such as a winch, block and tackle or similar device for retrieval that is capable of being operated by manpower) or fixed point outside the permit space in such a manner that rescue can begin as soon as the rescuer becomes aware that rescue is necessary. A mechanical device will be available to retrieve personnel from vertical type permit spaces more than 5 feet deep.
 - In Construction, equipment that is unsuitable for retrieval must not be used, including, but not limited to, retrieval lines that have a reasonable probability of becoming entangled with the retrieval lines used by other authorized entrants, or retrieval lines that will not work due to internal configuration of the permit space,
- If an injured entrant is exposed to a substance for which a **Safety Data Sheet (SDS)** or other similar written information is required to be kept at the worksite, that SDS or written information will be made available to the medical facility treating the exposed entrant.

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FHPP :

- Inform the contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements of this section
- Apprise the contractor of the elements, including the hazards identified and the host employer's experience with the space, that make the space in question a permit space
- Apprise the contractor of any precautions or procedures that the host employer has implemented for the protection of employees in or near permit spaces where contractor personnel will be working

- In addition in Construction, FIIP will coordinate entry operations with the contractor(s), when both FIIP personnel and contractor personnel will be working in or near permit spaces; and when any activities performed could foreseeably result in a hazard in the permit space.
- Debrief the contractor at the conclusion of the entry operations regarding the permit space program followed and regarding any hazards confronted or created in permit spaces during entry operations.

Contractors

- Obtain any available information regarding permit space hazards and entry operations from the FIIP Safety Officer.
- Coordinate entry operations with FIIP, when both project personnel and contractor personnel will be working in or near permit spaces; and when any activities performed could foreseeably result in a hazard in the permit space.
- Inform FIIP Maintenance Supervisor of the permit space safety program that the contractor will follow and of any hazards confronted or created in permit spaces within this facility or others belonging to the agency, either through a debriefing or during the entry operation.

4.0 Procedure

Confined Space Identification:

The facility or construction site will be evaluated to determine if any spaces are non- permit required confined spaces and/or permit required confined spaces. If the workplace contains confined spaces:

- Create a confined space list. *FIIP* will create and maintain a detailed list that identifies permanent locations meeting the criteria for a confined space. (Confined Space List form)
- On Construction sites, post signs or otherwise inform. Inform exposed employees by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space. Signs can be used for this purpose. A sign reading "**DANGER PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER**" or similar language will be used.

Confined Space Written Program (site-specific)

- If employees will enter permit spaces, a Confined Space Written Program will be developed and implemented. The written program will be available for inspection by employees and their authorized representatives. (Confined Space Written Program form)
- In Construction, the written permit space program must comply with OSHA 1926.1204 and be implemented at the construction site. NOTE: The employer cannot avoid duties of the standard merely by refusing to decide whether its employees will enter a permit space. OSHA will consider this failure to decide to be an implicit decision to allow employees to enter those spaces if they are working in the proximity of the space.

Entry Permit and Permit System:

- Before permit space entry is authorized, an entry permit must be completed (Confined Space Entry Permit).
- Before entry begins, the *Entry Supervisor* identified on the permit will sign the entry permit to authorize entry.
- The completed permit will be made available at the time of entry to all authorized entrants, by posting it at the entry portal or by any other equally effective means so that the entrants can confirm that pre-entry preparations have been completed.
- The duration of the permit may not exceed the time required to complete the assigned task or job identified on the permit.
- The entry supervisor will terminate entry and cancel the entry permit when:
- The entry operations covered by the entry permit have been completed.
 - A condition that is not allowed under the entry permit arises in or near the permit space.
 - In Construction, a permit may be suspended until the space has been re-assessed before allowing re-entry when a condition that is not allowed under the entry permit arises in or near the permit space and the condition is temporary in nature and does not change the configuration of the space nor create any new hazards within it;
- Each canceled entry permit will be retained for at least 1 year after its termination or cancellation to facilitate the annual review of the permit space program. Any problems encountered during an entry operation will be noted on the pertinent permit so that appropriate revisions to the permit space safety program can be made.

Permit Space Program Requirements:

Under the permit space program:

- Implement the measures necessary to prevent unauthorized entry.
- Identify and evaluate the hazards of permit spaces before employees enter them.
- Develop and implement the means, procedures, and practices necessary for safe permit space entry operations, including, but not limited to, the following:
 - Specifying acceptable entry conditions.
 - In Construction, each authorized entrant or that employee's authorized representative must be provided the opportunity to observe any monitoring or testing of the permit space
 - Isolating the permit space.
 - Purging, inserting, flushing, or ventilating the permit space as necessary to eliminate or control atmospheric hazards.
 - In Construction, when FIIP personnel are unable to reduce the atmosphere below **10 percent LFL**, the employees may only enter if the employer inertes the space so as to render the entire atmosphere in the space non-combustible, and the employees use PPE to address any other atmospheric hazards (such as oxygen deficiency), and the employer eliminates or isolates all physical hazards in the space.
 - Provide pedestrian, vehicle, or other barriers as necessary to protect entrants from external hazards.

- Verify that conditions in the permit space are acceptable for entry throughout the duration of an authorized entry.
- Provide the following equipment at no cost to employees, maintain that equipment properly, and ensure that employees are trained in the proper use of the equipment:
 - Testing and monitoring equipment needed to determine if hazardous conditions exist or to verify that they do not exist.
 - Ventilating equipment needed to obtain acceptable air quality entry conditions.
 - Communications equipment necessary for communication between personnel involved in the entry operation.
 - Personal protective equipment insofar as feasible. (Where engineering and work practice controls do not adequately protect employees), and in construction, must also meet requirements for the use of PPE in a permit space (For example, if respirators are required, then the respirator requirements in OSHA 1926.103 (Respiratory Protection) must be met.
 - Lighting equipment needed to enable employees to see well enough to work safely and to exit the space quickly in an emergency.
 - Barriers and shields to protect workers from pedestrian and vehicular traffic.
 - Ladders, needed for safe ingress and egress by authorized entrants.
 - Rescue, Retrieval, and Emergency equipment needed to extract or treat injured personnel, except to the extent that the equipment and/or service is provided by rescue services that are immediately available.
 - Any other equipment necessary for safe entry into and rescue from permitted spaces at our facility.

Evaluation of Permit Space Conditions

Evaluate permit space conditions as follows when entry operations are conducted:

- Test conditions in the permit space to determine if acceptable entry conditions exist before entry is authorized to begin,
 - In Construction, test or monitor the permit space to determine if acceptable entry conditions are being maintained during the course of entry operations. Continuous monitoring of atmospheric hazards may be required unless the employer can demonstrate that the equipment for continuously monitoring a hazard is not commercially available or that periodic monitoring is of sufficient frequency to ensure that the atmospheric hazard is being controlled at safe levels. If continuous monitoring is not used, periodic monitoring is required with sufficient frequency to ensure that acceptable entry conditions are being maintained during the course of entry operations.
- When testing for atmospheric hazards, use the following protocol; first for oxygen, then for combustible gases and vapors, and then for toxic gases and vapors.
- Provide each authorized entrant or that employee's authorized representative an opportunity to observe the pre-entry and any subsequent testing or monitoring of permit spaces. Reevaluate the permit space in the presence of any authorized entrant or that employee's authorized representative who requests that the employer conduct such reevaluation because the entrant or representative has reason to believe that the evaluation of that space may not have been adequate.

- Immediately provide each authorized entrant or that employee's authorized representative with the results of any testing conducted.

Attendant requirements:

- Provide at least one attendant outside the permit space into which entry is authorized for the duration of entry operations.
- Attendants may be assigned to monitor more than one permit space provided their duties can be effectively performed for each permit space that is monitored. Likewise, attendants may be stationed at any location outside the permit space to be monitored as long as their duties can be effectively performed for each permit space that is monitored.
- If multiple spaces are monitored by , the permit will be annotated to provide the means and procedures by which the attendant is to respond to an emergency affecting one or more of the permit spaces being monitored.

Rescue Procedures

- Rescue procedures will be developed for the following:
 - Summoning rescue and emergency services
 - Rescuing entrants from permit spaces
 - Providing necessary emergency services for rescue
 - Preventing unauthorized personnel from attempting a rescue

Entry Permit issuance, use, and cancellation will be as follows:

- When employees of contractor personnel or non-project employees are working simultaneously as authorized entrants in a permit space, the verifying official of the permit (or pre-designated representative) will ensure that all parties concerned are aware of the accepted entry procedures for the specific operation. This will ensure entry operations are properly coordinated.
- The verifying official of the permit (or pre-designated representative) will ensure that all parties concerned are aware of the accepted procedures necessary for concluding the entry after entry operations have been completed (such as closing off a permit space and canceling the permit).
- FIIP will immediately review and as necessary halt and revise entry operations when there is reason to believe that the measures taken under the permit space safety program may not protect employees. The focus will be directed at the correction of deficiencies found to exist before subsequent entries are authorized. Examples of circumstances requiring the review of the permit space safety program are:
 - Any unauthorized entry of a permit space.
 - The detection of a permit space hazard not covered by the permit.
 - The detection of a condition prohibited by the permit.
 - The occurrence of an injury or near-miss during entry.
 - A change in the use or configuration of a permit space.
 - Employee complaints about the effectiveness of the safety program.

Annual Review:

- An annual review of the permit space safety program will be conducted using the canceled permits retained to ensure that employees participating in entry operations are

protected from permit space hazards. In Construction, if no entry is performed during a 12-month period then no review is necessary.

Alternate Conditions and Procedures:

These alternate procedures may be followed if the permit space conditions below are met:

- Conditions
 - It can be demonstrated that the only hazard posed by the permitted space is an actual or potentially hazardous atmosphere.
 - It can be demonstrated that continuous forced air ventilation alone is sufficient to maintain the space safe for entry.
 - If an initial entry of the permit space is necessary to obtain monitoring and inspection data, the worst case will be assumed and the full provisions of permit-required confined space entry procedures will be implemented.
 - Entry can be performed by FIIP personnel, once determinations and supporting data are documented, and are made available to each employee who enters the permit space.
- Alternate Procedures
 - Any conditions making it unsafe to remove an entrance cover will be eliminated before the cover is removed.
 - When entrance covers are removed, the opening will be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and that will protect each employee working in the space from foreign objects entering the space.
 - Before an employee enters the space, the internal atmosphere will be tested, with a calibrated direct-reading instrument, for oxygen content, and for potential toxic air contaminants, in that order. Any employee who enters the space, will be provided an opportunity to observe the pre-entry testing. The parameter limits are listed in Section 5.4.
 - There may be no hazardous atmosphere within the space whenever any employee is inside the space.
 - Continuous forced air ventilation will be used, as follows:
 - An employee may not enter the space until the forced air ventilation has eliminated any hazardous atmosphere;
 - The forced air ventilation will be so directed as to ventilate the immediate areas where an employee is or will be present within the space and will continue until all employees have left the space;
 - The air supply for the forced air ventilation will be from a clean source and may not increase the hazards in the space.
 - The atmosphere within the space will be periodically tested as necessary to ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere. Any employee who enters the space will be provided with an opportunity to observe the periodic testing.
 - If a hazardous atmosphere is detected during entry:
 - Each employee will leave the space immediately;
 - The space will be evaluated to determine how the hazardous atmosphere developed; and

- Measures will be implemented to protect employees from the hazardous atmosphere before any subsequent entry takes place.
- FIIP will verify that the space is safe for entry and that the pre- entry measures have been taken through a written certification that contains the date, the location of the space, and the signature of the person providing the certification. The certification shall be made before entry and shall be made available to each employee entering the space.

Permit Required Confined Space Reclassification:

A space classified as a permit-required confined space will be reclassified as a non- permit confined space under the following conditions:

- If the permit space poses no actual or potential atmospheric hazards and if all hazards within the space are eliminated without entry into the space, the permit space may be reclassified as a confined space for as long as the non- atmospheric hazards remain eliminated.
- If it is necessary to enter the permit space to eliminate hazards, such entry will be performed under the assumption that a hazard exists. If testing and inspection during that entry demonstrate that the hazards within the permit space have been eliminated, the permit space may be reclassified as confined space for as long as the hazards remain eliminated.
- In Construction, control of atmospheric hazards through forced air ventilation alone can constitute elimination of the hazards provided that if the ventilation system stops working, entrants are made aware of the situation and can exit the space safely.
- It will be documented that all hazards in a permit space have been eliminated, through a permit that contains as a minimum; the date, the location of the space, and the signature of the person making the determination. The permit will be made available to each employee entering the space.
- If hazards arise within a permit space that has been declassified to a confined space, each employee in the space will immediately exit the space and the supervisor will be notified. The FIIP will then reevaluate the space and determine whether it must be reclassified as a permit space, in accordance with other applicable provisions of this safety program.

Non-Permit Confined Space Reevaluation.

- When there are changes in the use or configuration of a non-permit required confined space that might increase the hazards to entrants, the agency will reevaluate that space and, if necessary, reclassify it as a permit-required confined space.

5.0 Safety

Procedures for Atmospheric Testing. Atmospheric testing for permit space entry is required for two distinct purposes: Evaluation of the hazards of the permit space and verification that acceptable entry conditions for entry into that space exists.

- Evaluation testing. The FIIP will ensure that the atmosphere of a permit space is analyzed using equipment of sufficient sensitivity and specificity to identify and evaluate any hazardous atmospheres that may exist or arise. This is required to ensure that

appropriate permit entry procedures specific to the operation can be developed and acceptable entry conditions stipulated for that specific space.

- Verification testing. The atmosphere of a permit space which may contain a hazardous atmosphere will be tested for residues of all contaminants identified by evaluation testing using permit specified equipment to determine that residual concentrations at the time of testing and entry are within the range of acceptable entry conditions. Results of testing (i.e., actual concentration, etc.) will be recorded on the permit in the space provided adjacent to the stipulated acceptable entry condition.

Duration of testing. Measurement of values for each atmospheric parameter will be made for at least the minimum response time of the test instrument specified by the manufacturer.

Testing Stratified Atmospheres

When monitoring for entries involving a descent into atmospheres that may be stratified, the atmospheric envelope will be tested a distance of approximately 4 feet (1.22 m) in the direction of travel and to each side. If a sampling probe is used, the entrant's rate of progress will be slowed to accommodate the sampling speed and detector response.

Order and Parameters of Atmospheric Testing:

The internal atmosphere will be tested, with a calibrated direct-reading instrument, for the following conditions in the order given:

- Oxygen content. (19.5% - 23.5% is required, any percentage less or more requires action to be taken)
- Flammable gases and vapors in excess of 10% of the lower flammable limit (LFL).
- Potential toxic air contaminants
- Airborne combustible dusts at a concentration that meets or exceeds its LFL.

6.0 Training Requirements

Employees or contractors must be trained on initial assignment and whenever there is a change in operations that affects the confined space. Training includes:

- The FIIP PROGRAM TRAINING ADMINISTRATOR will develop a standardized training format to meet the requirement for a safe permit space entry.
- Training will be provided to each affected employee:
 - The employee is first assigned duties that require a permit space.
 - Before there is a change in assigned duties.
 - Whenever there is a change in permit space operations that presents a hazard about which an employee has not previously been trained.
 - Whenever the employer has reason to believe that there are deviations from the permit space entry procedures required by this instruction or inadequacies in the employee's knowledge or use of these procedures.

- The training will establish employee proficiency in the duties required by this instruction and will introduce new or revised procedures, as necessary, for compliance with this instruction or when future revisions occur.
- The FIIP PROGRAM TRAINING ADMINISTRATOR will verify that the training required by this section has been accomplished. The documentation will contain each employee's name, the signatures or initials of the trainers, and the dates of training. The documentation will be available for inspection by employees and their authorized representatives.

Training materials for this facility are available at FIIP Saint Ignatius Headquarters.

7.0 Recordkeeping Requirements

Required Documentation and Records:

- Training Records
- Confined space

Training Records

Training records are completed for each employee upon completion of training. These documents will be kept for at least three years at FIIP Saint Ignatius Headquarters.

The training records include:

- Dates of the training sessions
- Contents or a summary of the training sessions
- Names and qualifications of persons conducting the training
- Names and job titles of all persons attending the training sessions

Employee training records are provided upon request to the employee or the employee's authorized representative within 15 working days. Such requests should be addressed to the Training Administrator.

8.0 Definitions

Confined Space - There are two types of confined spaces, non-permit required and permit required.

Acceptable entry conditions means the conditions that must exist in a permit space to allow entry and to ensure that employees involved with a permit-required confined space entry can safely enter into and work within the space.

Attendant means an individual stationed outside one or more permit spaces who monitors the authorized entrants and who performs all attendant's duties assigned in the employer's permit space program.

Authorized entrant means an employee who is authorized by the employer to enter a permit space.

Blanking or blinding means the absolute closure of a pipe, line, or duct by the fastening of a solid plate (such as a spectacle blind or a skillet blind) that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line, or duct with no leakage beyond the plate.

Confined space means a space that:

- (1) Large enough and so configured that an employee can bodily enter and perform assigned work; and
- (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and
- (3) Is not designed for continuous employee occupancy.

Double block and bleed means the closure of a line, duct, or pipe by closing and locking or tagging two in-line valves and by opening and locking or tagging a drain or vent valve in the line between the two closed valves.

Emergency means any occurrence (including any failure of hazard control or monitoring equipment) or event internal or external to the permit space that could endanger entrants.

Engulfment means the surrounding and effective capture of a person by a liquid or finely divided (flow able) solid substance that can be aspirated to cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction, or crushing.

Entry means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

Entry permit (permit) means the written or printed document that is provided by the employer to allow and control entry into a permit space and that contains the information specified in paragraph (f) of this section.

Entry supervisor means the person (such as the employer, foreman, or crew chief) responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this section.

Hazardous atmosphere means an atmosphere that may expose employees to the risk of death, incapacitation, and impairment of ability to self-rescue (that is, escape unaided from a permit space), injury, or acute illness from one or more of the following causes:

- (1) Flammable gas, vapor, or mist in excess of 10 percent of its lower flammable limit (LFL);
- (2) Airborne combustible dust at a concentration that meets or exceeds its LFL;
- (3) Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent;
- (4) Any other atmospheric condition that is immediately dangerous to life or health.

"Hot work permit" means the employer's written authorization to perform operations (for example, riveting, welding, cutting, burning, and heating) capable of providing a source of ignition.

"Immediately dangerous to life or health (IDLH)" means any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.

Inerting means the displacement of the atmosphere in a permit space by a noncombustible gas (such as nitrogen) to such an extent that the resulting atmosphere is noncombustible.

Isolation means the process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as: blanking or blinding; misaligning or removing sections of lines, pipes, or ducts; a double block and bleed system; lockout or tag out of all sources of energy; or blocking or disconnecting all mechanical linkages.

Non-permit confined space means a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

Oxygen deficient atmosphere means an atmosphere containing less than 19.5 percent oxygen by volume.

Oxygen enriched atmosphere means an atmosphere containing more than 23.5 percent oxygen by volume.

Permit-required confined space (permit space) means a confined space that has one or more of the following characteristics:

- (1) Contains or has a potential to contain a hazardous atmosphere;

- (2) Contains a material that has the potential for engulfing an entrant;
- (3) Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or
- (4) Contains any other recognized serious safety or health hazard.

Permit-required confined space program (permit space program) means the employer's overall program for controlling, and, where appropriate, for protecting employees from, permit space hazards and for regulating employee entry into permit spaces.

Permit system means the employer's written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.

Prohibited condition means any condition in a permit space that is not allowed by the permit during the period when entry is authorized.

Rescue service means the personnel designated to rescue employees from permit spaces.

Retrieval system means the equipment (including a retrieval line, chest or full-body harness, wristlets, if appropriate, and a lifting device or anchor) used for non-entry rescue of persons from permit spaces.

Testing means the process by which the hazards that may confront entrants of a permit space are identified and evaluated. Testing includes specifying the tests that are to be performed in the permit space.

9.0 Forms

Training Roster

In addition to the information listed in 6.0 Training Requirements and 7.0 Recordkeeping Requirements, a Training Roster may be used to document individual employees' presence and participation in a training session. Electronic training documentation is handled separately.

A Program Assessment should be performed annually by FIIP Program Administrator

Training Roster Flathead Indian Irrigation Project

Confined Space Entry Safety Program

Instructor:

Training Location:

Training Date:

Students

By signing below, I attest that I have attended the safety training for the topic indicated, and will abide by the safety information, procedures, rules, regulations, and/or facility policy as presented and instructed.

[illegible]

FIIP Confined Space Assessment Form

Space Classification: Permit _____ Non-Permit _____

Space Information: _____
Space Designation: _____
Location: _____
Is Space Marked? _____
Is Entry Controlled? _____
Signage? _____
Barriers? _____
Locks? _____

Review of Related Procedures:

Assessment Checklist:

Can an employee enter & perform work either with or without permission?	Yes	No
Do people occupy the space even though it was not designed for it?	Yes	No
Is entry and or egress limited or present unusual rescue problems?	Yes	No
Does the space have any potential for a hazardous atmosphere?	Yes	No
Does the space contain a material or liquid that could engulf an entrant?	Yes	No
Does the internal space configuration present the hazard of entrapment?	Yes	No
Does the space contain any other recognized safety and or health hazards?	Yes	No
Is previous and or current entry hazard data available for review	Yes	No
*Does entry hazard data confirm designation as a permit space?	Yes	No
*Were there any "yes" answers to 4-7 which cannot be controlled?	Yes	No

Assessed by:

NAME _____

SIGNATURE _____

DATE / TIME _____

RETENTION:

LOCATION _____

NAME _____

DATE / TIME _____

FIIP Confined Space Atmospheric Testing Form

Permit Number: _____

Permit Valid Period: _____

Date: Time: _____

Site/Location: _____

Confined Space Designation: _____

Notes: _____

Testing Data:

	Unit	Range	Time/ Reading	Time/ Reading	Time/ Reading
Oxygen content	% O ₂	19.5-23.5%			
Flammable Concentration	% LEL	<10% LEL			
CO	PPM	<35 PPM			
H ₂ S	PPM	<10 PPM			
Other:					

Technician / Tester

NAME _____

SIGNATURE _____

DATE / TIME _____

FIIP Confined Space Entry Permit

Permit Number: _____

Site: _____

Permit Valid: Date/Time to Date/Time _____

Authorized Personnel

Entrants _____

Attendants _____

Fire Watch _____

Known Hazards

Oxygen deficiency	Oxygen enrichment
Flammable gases or vapors	Airborne combustible dust
Toxic gases or vapors	Mechanical hazards
Electrical hazards	Engulfment hazards
Materials harmful to skin	

Training and Pre-Entry Briefing _____

Site Preparation Requirements: _____

Pre-Entry Atmospheric Testing:

Oxygen		
Flammable Conc.		
H ₂ S		
CO		

Name, Date, Time, Signature

Testing Data:

Emergency Rescue Procedures: _____

Personal Protective Equipment Required: _____

Area Safety Equipment Required: _____

Space Review Information (Current Use, Past Use): _____

Permit Authorization: _____

Name, Signature, TITLE: Entry Supervisor, Date, Time

Retention Information: _____

Location, Date, Filed BY:

FIIP Confined Space List Form

Name/Location of Space

Potential Hazards

Permit / Non-Permit

[illegible]

Completed By: _____ Date: _____

Flathead Indian Irrigation Project

JOB HAZARD ANALYSIS

Job/Project Site: _____ Date: _____

A. **OBJECTIVE:**

B. **PERSONNEL:**

C. **EQUIPMENT & SPECIAL TOOLS:**

D. **OPERATIONAL SEQUENCE:**

E. **UNUSUAL CIRCUMSTANCES:**

F. **SAFETY:**

G. **Certification:**

*By your signature below you certify that you have assisted in the preparation and understand this **Job Hazard Analysis**, FIIP Safety Program and applicable OSHA Construction Safety Standards.*

Crew: _____

Prepared by: *Crew Leader* _____

Reviewed by: *CDSO* _____

Approved by: *ISM or IMS* _____