

- 1 27.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR
2 and the ENGINEER, the TRIBE may without cause and without prejudice to any
3 other right or remedy, elect to abandon the PROJECT and terminate the
4 CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK
5 executed and any expense sustained plus reasonable profit. If this contract is
6 terminated by the TRIBE without cause, the rights, duties, and obligations of the
7 parties, including compensation to the CONTRACTOR, shall be in accordance with
8 Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.
9
- 10 27.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a
11 period of more than ninety (90) days by the TRIBE or under an order of court or
12 other public authority, or the TRIBAL CONTRACT REPRESENTATIVE fails to act
13 on any request for payment within thirty (30) days after it is submitted, or the TRIBE
14 fails to pay the CONTRACTOR substantially the sum approved by the TRIBAL
15 CONTRACT REPRESENTATIVE or awarded by arbitrators within thirty (30) days
16 of its approval and presentation, then the CONTRACTOR may, after ten (10) days
17 from delivery of a WRITTEN NOTICE to the TRIBE and the ENGINEER, terminate
18 the CONTRACT and recover from the TRIBE payment for all WORK executed and
19 all expenses sustained. In addition and in lieu of terminating the CONTRACT, if
20 the TRIBE has failed to make any payment as aforesaid, the CONTRACTOR may
21 upon ten (10) days WRITTEN NOTICE to the TRIBE and the ENGINEER stop the
22 WORK until he has been paid all amounts then due, in which event and upon
23 resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the
24 CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for
25 the costs due to delays attributed to the stoppage of the WORK.
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- 27 27.6 If all or any portion of the WORK is suspended or interrupted as a result of a failure
28 by the TRIBE or ENGINEER to act within the time specified in the CONTRACT
29 DOCUMENTS, or if no time is specified, within a reasonable time, resulting in a
30 delay in the CONTRACTOR's performance of the WORK, an adjustment in the
31 CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be
32 made by CHANGE ORDER to compensate the CONTRACTOR for any costs due
33 to the delay attributable to the failure of the TRIBE or ENGINEER.
34

35 Section 28 INSPECTION AND TESTING
36

- 37 28.8 If the ENGINEER considers it necessary or advisable that covered WORK be
38 inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request,
39 will uncover, expose or otherwise make available for observation, inspection or
40 testing as the ENGINEER may require, that portion of the WORK in question,
41 furnishing all necessary labor, materials, tools and equipment. If it is found that
42 such WORK is defective, the CONTRACTOR will bear all the expenses of such
43 uncovering, exposure, observation, inspection and testing and of satisfactory
44 reconstruction. If, however, such WORK is not found to be defective, the
45 CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an
46 extension of the CONTRACT TIME, or both, directly attributable to such
47 uncovering, exposure, observation, inspection, testing and reconstruction and an
48 appropriate CHANGE ORDER shall be issued.
49
- 50 28.9 **TRIBE will provide will provide all third party testing and inspection services as well**
51 **as a certified CESL to be onsite as needed.**

1 15 Riverside Parkway, Suite 100
2 Fredericksburg, Virginia 22406-1022
3 Training Dept. Toll Free (877) 642-4637
4 Phone: (540) 368-1701
5 <https://atssa.com/training>

6
7 Integrity Safety
8 13912 NE 20th Ave.
9 Vancouver, WA 98686
10 (360) 574-6071
11 <https://www.integritysafety.com>

12
13 US Safety Alliance
14 (904) 705-5660
15 <https://www.ussafetyalliance.com>

16
17 K&D Services Inc.
18 2719 Rockefeller Ave.
19 Everett, WA 98201
20 (800) 343-4049
21 <https://www.kndservices.net>

22
23
24 **Division 2**
25 **Earthwork**

26
27 **Clearing, Grubbing, and Roadside Cleanup**

28
29 **Description**

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31 Section 2-01.1 is supplemented with the following:

32
33 (March 13, 1995)

34 Clearing and grubbing on this project shall be performed within the following limits:

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36 *** Within the limits previously cleared of trees that is necessary to construct the
37 roadways, sidewalks and associated utilities. ***

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39
40 **Section 2-04 is supplemented with the following:**

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42 **2-04.1 Description**

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44 This Work consists of transporting and screening excavated material from its original site
45 to its final place of work. Screening is to be performed to the extent necessary to remove
46 organics and other materials that do not meet the specifications of gravel backfill for the
47 intended use on the project site.

48
49 **2-04.5 Payment**

50 Payment will be made for the following Bid item when it is included in the proposal:
51 "Haul to include screening", per Lump Sum