

## **INVITATION TO BID**

The Owner requests a Bid for the following Project:

**Pithvuyram Center**  
64236 Second Avenue  
Happy Camp, CA 96039

**The Owner:**  
The Karuk Tribe  
64236 Second Avenue  
Happy Camp, CA 96039

**The Architect:**  
C&S Design & Engineering, Inc.  
2023 6th Street West  
Ashland, WI 54806

### **Issuing Party and Contact Information:**

For questions or more information regarding this Invitation, please contact:  
Emma Lee Perez, Contract Compliance Specialist  
Karuk Tribe – Administration Office  
64236 Second Avenue  
P.O. Box 1016  
Happy Camp, CA 96039  
emmaleeperez@karuk.us

### **IMPORTANT DATES:**

June 23: Notice of Advertisement and Invitation to Bid  
July 7: Mandatory Bidder's Conference / Confirm Intent to Bid  
July 16: All questions and substitution requests due by 12pm Pacific  
July 28: Issue Addendum  
August 6: Bids Due by 4pm Pacific

### **BID SUBMISSION:**

Bids shall be submitted as follows:  
Mail or hand deliver a hard copy to:  
Emma Lee Perez, Contract Compliance Specialist  
Karuk Tribe – Administration Office  
64236 Second Avenue  
P.O. Box 1016  
Happy Camp, CA 96039

Email a COPY of the digital file to: emmaleeperez@karuk.us  
Faxes will NOT be accepted  
Files that are only emailed will NOT be accepted

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### SECTION 1 DEFINITIONS

- 1.1 Bid Documents include this Invitation to Bid, the provided SOV and supplementary instructions identified therein, and the Construction Documents and Addenda.
- 1.2 The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Drawings, Specifications, all Addenda, and all other documents enumerated in the following.
  - 1.2 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bid Documents.
- 1.3 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bid Documents. The Work means all of the Contractor's performance obligations as set forth in the Proposed Contract Documents.
- 1.4 The Schedule of Values (SOV) includes the Base Bid, the sum stated in the Bid for which the Prospective Contractor offers to perform the Work described in the Bid Documents, and any Alternate(s), a line item amount stated in the SOV to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bid Documents, is accepted.

### SECTION 2 PROSPECTIVE CONTRACTOR'S REPRESENTATIONS

- 2.1 By submitting a Bid, the Prospective Contractor represents that:
  - .1 The Prospective Contractor has read and understands the Bid Documents.
  - .2 The Prospective Contractor understands how the Bid Documents relate to other portions of the Project, if any, being quoted concurrently, or presently under contract.
  - .3 The Bid complies with the Bid Documents.
  - .4 The Prospective Contractor has visited the Project premises, if required in the Bid Requirements, and correlated the Prospective Contractor's observations with requirements of the Bid Documents.
  - .5 The Prospective Contractor has read and understands the provisions for liquidated damages, if any, set forth in the Proposed Contract Documents.

### SECTION 3 BID DOCUMENTS

#### 3.1 Distribution

- .1 Prospective Contractors and Sub-Contractors shall obtain complete Bid Documents through the following link:
- .2 <https://tinyurl.com/7kaz97vd>
- .3 Prospective Contractors shall use complete Bid Documents in preparing Bids.
- .4 Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bid Documents.
- .5 The Bid Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bid Documents.

#### 3.2 Modification or Interpretation of Bid Documents

- .1 The Prospective Contractor shall carefully study the Bid Documents, shall examine the Project premises if required by the Bid Requirements, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered, and request clarification or interpretation pursuant to Section 3.2.2.
- .2 Requests for clarification or interpretation of the Bid Documents shall be submitted by the Prospective Contractor in writing and shall be received by the Owner as defined on page 1 of this Invitation.
- .3 Modifications and interpretations of the Bid Documents shall be made by Addendum. Modifications and interpretations of the Bid Documents made in any other manner shall not be binding, and Prospective Contractors shall not rely upon them.

### 3.3 Substitutions

- .1 The Bid Documents establish a standard of required function, dimension, appearance, performance, and quality to be met by any proposed substitution.
- .2 The Prospective Contractor may propose substitutions subject to the process, limitations, and requirements as follows:
  - a. Written requests for substitutions shall be received by the date established on Page 1 of this Invitation to Bid.
  - b. Requests shall be submitted in the same manner as that established for submitting clarifications.
  - c. Requests shall include
    - i. The name of the item specified in the Bid Documents
    - ii. The reason for the requested substitution
    - iii. A complete description of the proposed substitution including the name of the proposed substitute and relevant specifications
    - iv. Any other information necessary for an evaluation.
- .3 The request shall include a statement setting forth
  - a. Changes in other materials or equipment, or any other portions of the Work
  - b. Changes in the work to be performed by others on the Project
  - c. The impact, if any, that will result from incorporation of the proposed substitution.
- .4 If the Owner does not make a selection regarding substitutions, the Prospective Contractor may propose substitutions, subject to the process, limitations, and requirements as stated above.
- .5 The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.
- .6 If the Owner approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Prospective Contractors shall not rely upon them.
- .7 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### 3.4 Addenda

- .1 Addenda will be transmitted to Prospective Contractors known by the Issuing Party to have received complete Bid Documents via email and posted to the bid documents site as defined above.
- .2 Prior to submitting a Bid, each Prospective Contractor shall ascertain that the Prospective Contractor has received all Addenda issued, and the Prospective Contractor shall acknowledge their receipt in the Bid.

## **SECTION 4 BID PROCEDURES**

### 4.1 Preparation of Bids

- .1 Bids shall be submitted on the forms included with or identified in the Bid Documents.
- .2 All blanks on the Bid form shall be legibly executed. Paper Bid forms shall be executed in a non-erasable medium.
- .3 Sums shall be expressed in both words and numbers, unless noted otherwise on the Bid form. In case of discrepancy, the amount entered in words shall govern.
- .4 Edits to entries made on paper Bid forms must be initialed by the signer of the Bid.
- .5 All requested Alternates shall be included in the SOV.
- .6 Any stipulations or qualifications shall be indicated in the Notes section of the SOV.
- .7 A Prospective Contractor shall incur all costs associated with the preparation of its Bid.

### 4.2 Submission of Bids

- .1 A Prospective Contractor shall submit its Bid as indicated in the Invitation for Bid.
- .2 Paper copies of the Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Prospective Contractor's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- .3 Bids shall be submitted by the date and time and at the place indicated in the Invitation for Bid.

Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

- .4 The Prospective Contractor shall assume full responsibility for timely delivery or submission of Bids.
- .5 Bid submitted by any method other than as provided in this section 4.2 will not be accepted.

#### 4.3 Modification or Withdrawal of Bid

- .1 Prior to the date and time designated for receipt of Bids, a Prospective Contractor may withdraw and replace a Bid, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids.
- .2 The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.
- .3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.2, provided they fully conform with this Invitation to Bid.
- .4 After the date and time designated for receipt of Bids, a Prospective Contractor who discovers that it made a clerical error in its Bid shall notify the Owner of such error within two business days of the date and time designated for receipt of Bids, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted.

### SECTION 5 CONSIDERATION OF BIDS

#### 5.1 Opening of Bids

If stipulated in this Invitation to Bid, or when otherwise required by law/procurement, bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the bids may be made available to Prospective Contractors.

#### 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

#### 5.3 Acceptance of Bid (Award)

- .1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Prospective Contractor, provided the Bid has been submitted in accordance with the requirements of the Bid Documents. Unless otherwise prohibited by law/procurement, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.
- .2 Unless otherwise prohibited by law/procurement, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the lowest responsive and responsible Prospective Contractor on the basis of the sum of the Base Bid and Alternates accepted.

### SECTION 6 POST-BID INFORMATION

#### 6.1 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

#### 6.2 Submittals

- .1 After notification of selection for the award of the Contract, the Prospective Contractor shall, as soon as practicable or as stipulated in the Bid Documents, submit in writing to the Owner through the Architect:
  - a. A designation of the Work to be performed with the Prospective Contractor's own forces
  - b. Names of persons or entities proposed for the principal portions of the Work.
- .2 The Prospective Contractor will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bid Documents.

- 3 Prior to the execution of the Contract, the Architect will notify the Prospective Contractor if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Prospective Contractor. If the Owner or Architect has reasonable objection to a proposed person or entity, the Prospective Contractor may, at the Prospective Contractor's option, withdraw the Bid or submit an acceptable substitute person or entity. The Prospective Contractor may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted Bid price or disqualify the Prospective Contractor.
- 4 Persons and entities proposed by the Prospective Contractor and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be

### 6.3 Performance Bond and Payment Bond

- .1 Bond Requirements
  - a. The Bidder shall furnish 100% Performance and Payment Bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.
  - b. The cost shall be included in the Bid.
  - c. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- .2 Time of Delivery and Form of Bonds
  - a. The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 6.2
  - b. Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.
  - c. The bonds shall be dated on or after the date of the Contract.
  - d. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

### 6.4 Indian Preference

1. All work awarded and performed under this Contract must comply with the Karuk Tribe Workforce Protection Act. Refer to <http://www.karuk.us/index.php/departments/tero> for more information regarding the Karuk Tribe Workforce Protection Act.
2. The Contractor shall also comply with all other Owner Indian preference and tribal employment rights ordinance requirements, if any.
3. If the Contractor has been awarded this Contract because of Indian preference and it is later determined that the Contractor was not 51% Indian owned and controlled by the requisite Native Americans or Native American organization, the Owner may terminate the Contractor's right to proceed. Furthermore, any Indian-preference Contractor must obtain prior approval from the Owner in order to reduce its Indian ownership and control to less than 51% during the course of this Contract.
4. This contract is subject to all provisions of the Karuk Tribe's TERO Ordinance. Within 10 days of execution of this contract, Contractor shall contact the Karuk Tribal Employment Rights office at 530-493-5305 ext. 2030. An amount equal to 2% (two percent) of this contract sum, and all future change orders is payable to the Karuk Tribe as a TERO fee. Contractor may include the entire TERO fee in his first application for payment, or include the TERO fee in each of his progress payment applications. Reference the required Karuk Compliance Plan in Attachment B.

### 6.5 Requirements Imposed Because of Federal Funding

- .1 The additional requirements imposed by federal funding sources set forth in Attachment A (other Federal Requirements) must also be complied with by the Contractor and subcontractors and are made part of this Contract.

## SECTION 7 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

- .1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:
  - a. AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
  - b. AIA Document A101™-2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
  - c. AIA Document A201™-2017, General Conditions of the Contract for Construction, unless otherwise stated below.
- .2 Schedule of Values and Bidder's Form
- .3 Construction Drawings
 

ATS	TITLE SHEET	AN1	GENERAL NOTES
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AN2 SPECIFICATIONS

AD100 DEMOLITION FLOOR PLAN  
AD101 ELEVATIONS DEMOLITION

A000 EXISTING SITE PLAN  
A001 RENOVATION SITE PLAN  
A100 RENOVATION FLOOR PLAN  
A101 ENLARGED FLOOR PLANS  
A102 ROOF PLAN  
A103 REFLECTED CEILING PLAN  
A200 RENOVATION ELEVATIONS  
A201 RENOVATION ELEVATIONS  
A300 SECTIONS  
A301 SECTIONS & DETAILS  
A302 PAVILION PLAN  
A400 INTERIOR ELEVATIONS  
A600 SCHEDULES

S100 STRUCTURAL NOTES  
S101 FOUNDATION PLAN  
S102 FOUNDATION DETAILS  
S103 ROOF FRAMING PLAN  
S104 SHEARWALL PLAN &  
SCHEDULE

MEP 001MEP COVER SHEET  
P101 PLUMBING PLAN  
P201 PLUMBING SCHEDULES  
P301 PLUMBING DETAILS  
M101 HVAC PLAN  
M201 MECHANICAL SCHEDULES  
M301 MECHANICAL DETAILS  
E101 LIGHTING PLAN  
E201 POWER PLAN  
E301 ELECTRICAL PANELBOARD  
SCHEDULES  
E302 ELECTRICAL SCHEDULES AND  
DETAILS

ATTACHMENT A –  
OTHER FEDERAL REQUIREMENTS

1. The work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b) which requires that to the greatest extent feasible: (a) preference and opportunities for training and employment shall be given to Indians; and (b) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. The parties to this Contract shall comply with the provisions of section 7(b) of this Act. In connection with this Contract, the Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians. The Contractor shall include this section 7(b) clause in every subcontract in connection with the Contract, and shall, at the direction of the Owner, take appropriate action pursuant to the subcontract upon a finding by the Owner or the U.S. Department of Housing and Urban Development (HUD) that the subcontractor has violated this section 7(b) clause of this Act. Furthermore, to the greatest extent feasible preference in the award of contracts and subcontracts shall be given to low income locals in accordance with section 3 of the Housing and Urban Development Act of 1968 but not in derogation of compliance with section 7(b). The section 3 requirements however apply only to projects or activities that exceed \$200,000.
2. Compliance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000).
3. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) (All contracts and sub grants for construction or repair).
4. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5) (Construction contracts in excess of \$2,000 when required by Federal grant program legislation).
5. Compliance with Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5) (Construction contracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
6. Access to and retention of records for a period of three (3) years relating to this Project as required by 24 CFR 85.36(j) (10) and (11). Cooperation and provision of all necessary information and documentation as may be required for reporting relating to this project.
7. Affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible (24 CFR 85.36(e); E.O. 11625).
8. No award or subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”.
9. Compliance with the provisions of the Hatch Act (5 U.S.C. 1501-1508) and the Intergovernmental Personnel Act of 1970 as amended by Title VI of Civil Service Reform Act (Pub. L. 95-454 Section 4728) prohibiting use of federally appropriated funds for influencing or attempting to influence the award of any federal monies and to make such reports and disclosures as are required there under. The signing of the contract in which this Attachment is referenced is a certification of agreed compliance.
10. Prohibition against personal or financial interest in or benefit from this contract obtained by certain affiliates, associates, board members or employees of Owner or its grantees, either from themselves or their families or business associates, during their tenure or for one year thereafter.
11. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and implementing regulations at 24 CFR 570.608, as well as compliance with the requirements regarding asbestos of 40 CFR Part 61 and 40 CFR Part 763, as well as 29 CFR 1910.1001 and 1926.58.
12. Except as Indian Preference requirements and the provisions of the Native American Housing Assistance and Self-Determination Act (NAHASDA), 25 U.S.C. 1401, et seq. may supersede, compliance with prohibitions against discrimination as provided by Title VI of the Civil Rights Act of 1976 (Pub. L. 88-352) and related HUD regulations, Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146, Section 504 of the Rehabilitation Act of 1973, as amended, 24 CFR Part 8, title VIII of the Civil Rights Act of 1968; 25 U.S.C. 1301-1303.
13. In part because of agreements regarding the monies utilized to fund this contract and federal requirements, the Owner and HUD have reserved certain rights to licenses and copyrights regarding work developed or purchases made relating to said funds.

**Karuk Community Health Clinic**

64236 Second Avenue  
Post Office Box 316  
Happy Camp, CA 96039  
Phone: (530) 493-5257  
Fax: (530) 493-5270

**Karuk Tribe**



**Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322  
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

**Karuk Dental Clinic**

64236 Second Avenue  
Post Office Box 1016  
Happy Camp, CA 96039  
Phone: (530) 493-2201  
Fax: (530) 493-5364

**TRIBAL EMPLOYMENT RIGHTS OFFICE  
COMPLIANCE PLAN FOR CONSTRUCTION CONTRACTS**

Bidder/Employer Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Bid Amount: \$ \_\_\_\_\_ TERO Fee (2%): \$ \_\_\_\_\_

**THIS IS AN AGREEMENT BETWEEN THE KARUK TRIBE'S TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) AND \_\_\_\_\_, HEREINAFTER KNOWN AS "EMPLOYER" CONDUCTING COMMERCE AND EMPLOYMENT ACTIVITY WITHIN THE ANCESTRAL TERRITORY OF THE KARUK TRIBE.**

- Employer shall provide the completed compliance plan with the submission of bid.
- Upon notification of the award, Employer shall contact the TERO Office within ten (10) days prior to any work to be performed.
- Employer shall contact the TERO Office and Contract/Project Manager immediately, in writing, advising of any contract or sub-contractor changes to obtain approval prior to working on the job site.
- Employer understands and agrees to comply with the requirements and procedures in the selection of contractors, sub-contractors, employees and recruitment of viable Indian applicants in accordance with the Karuk Tribe's Employment Rights Ordinance and the Karuk Tribe's Workforce Protection Act (WPA).

By signing below the Employer certifies the position information is true and correct and there have been no omissions in the completion of the labor force projections. Falsification of the information provided will result in sanctions, penalties, fines and/or debarment with the Karuk Tribe.

Employer Signature

Date



**PRE-AWARD LABOR FORCE PROJECTION**

**Core Crew:** Is defined as a member of a business, Contractor or Subcontractor’s crew who is a regular employee and is in a supervisory or other key position such that the employer would face a serious financial loss if that position were filled by a person who had not previously worked for that employer.

**All other positions** will be filled by the TERO office unless sufficient justification can be made that they are not replaceable for the work that is to be done or unless TERO does not have an individual to refer.

List Core Crew (Full Name):	Job Title/ Years w/Company/Justification:

**List Native American Contractors/Sub-contractors to be hired for this Project:**

Contractor/Sub-contractor Contact Person, Phone # and E-mail:	Work to be Performed:

**List Non-Native Contractor/Sub-contractors to be hired for this Project:**

Contractor/Sub-contractor Contact Person, Phone # and E-mail:	Work to be Performed:

**Open Positions:** Employer agrees to hire 100% of all its open positions/Sub-contractors for this project through the TERO Skills Bank. If Employer is unable to hire 100% then company representatives will need to meet with the TERO Director. Failure to comply with this hiring requirement will result in sanctions and/or penalties.

Job Title/Sub-contractor Needed:	Skills Required:

Number of positions to be filled for this project: \_\_\_\_\_

Contact person/info for job referrals: \_\_\_\_\_

Date TERO referrals needed: \_\_\_\_\_ Job start date: \_\_\_\_\_

<b>For Internal Use Only:</b>	
Contract Number #: _____	Project Manager: _____
TERO Office Approval _____	Date: _____
<b>Comments:</b>	