

Yurok Tribe Planning and Community Development



Yurok Regional Wellness Center Bid Documents

Yurok Tribe
190 Klamath Road
Klamath, CA 95546



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DOCUMENT 001116 - INVITATION TO BID

PART 1 - GENERAL

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Bidders are invited to submit Bids for Project as described in this Document in accordance with the Instructions to Bidders.
- B. Project Identification: The Yurok Regional Wellness Center.
 - 1. Project Location: Rube Ranch Road (41° 13' 09"N, 123° 45' 53"W) in Weitchpec, Humboldt County, California, Lot 531-082-002.
- C. Owner: The Yurok Tribe.
- D. Architect: Pyatok.
- E. Construction Manager: Leonard Whitchurch, MS, tlw@whitchurchengineering.com.
- F. Contracting Officer: Springwind Marshall, smmarshall@yuroktribe.nsn.us
- G. Project Description: Project consists of three interconnected buildings serving as residential treatment center, outpatient clinic, and other community-serving meeting rooms. Project includes site improvements, a new access road, parking, new utility connections, septic fields, site retaining walls, and water storage and supply tanks for domestic and fire suppression water. The project will be constructed under a single prime contract..
- H. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Bid Submittal, Printed: Owner will receive sealed Bids until the bid time and date at the location indicated below. Owner will consider Bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: April 29th, 2026.
 - 2. Bid Time: 2:00 P.M., local time.
 - 3. Location: The Yurok Tribe Weitchpec Office, 23001 CA-96, Hoopa, CA 95546.
 - 4. Bids will be thereafter opened in the presence of the Bidders and read aloud.



1.3 BID SECURITY

- A. Submit bid security with each Bid in the stipulated form and in the amount identified in the Instructions to Bidders.
- B. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETINGS

- A. Prebid Meeting: See Section 002513 "Prebid Meetings."

1.5 BIDDING DOCUMENTS

- A. Bidding Documents, Electronic: Obtain access after Monday, March 30th, 2026 on the Yurok Tribe's website yuroktribe.org
- B. Bidding Documents include the following:
 - 1. 00 01 01 - Title Page
 - 2. 00 01 10 - Table of Contents
 - 3. 00 11 16 - Invitation to Bid
 - 4. 00 21 13 - Instruction to Bidders
 - 5. 00 25 13 - Prebid Meetings
 - 6. 00 26 00 - Procurement Substitution Procedures
 - 7. 00 41 13 - Bid Form - Stipulated Sum (Single-Prime Contract)
 - 8. 00 43 73 - Proposed Schedule of Values Form
 - 9. 00 43 93 - Bid Submittal Checklist
 - 10. 00 45 19 - Non-Collusive Affidavit
 - 11. 00 60 01 - Project Forms
 - 12. 00 63 13.13 - Request for Interpretation Form (RFI), Bidding Phase
 - 13. 00 72 13 - General Conditions (Single-Prime Contract)
 - 14. 00 73 90 - Supplementary Conditions
 - 15. 00 73 91 - Tribal Employment Rights Ordinance (TERO)
 - 16. 00 73 92 - Indian Preference Plan
 - 17. 00 73 93 - TERO Application for Contractor/Business Certification
 - 18. 00 91 13 - Addenda

1.6 TIME OF COMPLETION

- A. By submitting a Bid, Bidder represents that Bidder will begin the Work on receipt of the Notice to Proceed and will complete the Work within the Contract Time indicated in the Bidding Documents.



1.7 LIQUIDATED DAMAGES

- A. Work is subject to liquidated damages.

1.8 BIDDER'S QUALIFICATIONS

- A. Licenses: Bidders must be properly licensed under the laws governing their respective trades.
- B. Insurance and Bonds: A Performance Bond, separate Labor and Material Payment Bond, and insurance in a form acceptable to Owner will be required of the successful Bidder.
- C. Contractor's Qualification Statement: A completed AIA Document A305, "Contractor's Qualification Statement," with all exhibits is required to be submitted with the bid.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 001116



DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid Form, and any other bidding forms as required by Bid Submittal Checklist.
- B. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda.
- C. Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.
- D. Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.
- E. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- F. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.
- H. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- I. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

1.2 BIDDER'S REPRESENTATIONS

- A. By submitting a Bid, the Bidder represents that:
 - 1. the Bidder has read and understands the Bidding Documents;
 - 2. the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;



3. the Bid complies with the Bidding Documents;
4. the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
5. the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
6. the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

1.3 BIDDING DOCUMENTS

1. DISTRIBUTION

- a. Bidders shall obtain complete Bidding Documents, as indicated below, from the website of the Yurok Tribe as described in the Invitation to Bid.
- b. Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.
- c. The Bidding 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 Bidding Documents.

2. MODIFICATION OR INTERPRETATION OF BIDDING DOCUMENTS

- a. The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 006313.13 "Request for Interpretation Form (RFI), Bidding Phase."
- b. Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

3. SUBSTITUTIONS

- a. The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
- b. Written requests for substitutions shall be made in accordance with Section 002600 "Procurement Substitution Procedures."
- c. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- d. If the Architect 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 Bidders shall not rely upon them.
- e. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.



4. ADDENDA

- a. Addenda will be available where Bidding Documents are on file.
- b. Addenda will be issued no later than five days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- c. Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

1.4 BIDDING PROCEDURES

A. PREPERATION OF BIDS

1. Bids shall be submitted on the forms included with or identified in the Bidding Documents.
2. California State Prevailing Wage Rates shall apply. The Contractor can locate the current wage rates at the following web address: (<https://www.dir.ca.gov/public-works/prevailing-wage.html>).
3. All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.
4. 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.
5. Edits to entries made on paper bid forms must be initialed by the signer of the Bid.
6. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.
7. Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.
8. A Bidder shall incur all costs associated with the preparation of its Bid.

B. BID SECURITY

1. Each Bid shall be accompanied by the following bid security:
 - a. Bid Bond in an amount no less than 5% of Stipulated Sum.
2. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.
 - a. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.



3. If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. 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.
4. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until:
 - a. the Contract has been executed and bonds, if required, have been furnished;
 - b. the specified time has elapsed so that Bids may be withdrawn; or
 - c. all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

C. SUBMISSION OF BIDS

1. A Bidder shall submit its Bid as indicated in Sections 001116 “Invitation to Bid” and 004113 “Bid Form, Stipulated Sum (Single-Prime Contract).”
2. Paper copies of the Bid, the bid security, 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 Bidder’s name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted.
3. Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.
4. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
5. A Bid submitted by any method other than as provided in this Sections 001116 “Invitation to Bid” and 004113 “Bid Form, Stipulated Sum (Single-Prime Contract)” will not be accepted.

D. MODIFICATION OR WITHDRAWAL OF BID

1. Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, 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. 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.
2. 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 Sections 001116 “Invitation to Bid” and 004113 “Bid Form, Stipulated Sum (Single-Prime Contract)”, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.



3. After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Construction Manager and Contracting Officer of such error within two days, 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 Construction Manager and Contracting Officer, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section, the bid security will be returned to the Bidder.

1.5 CONSIDERATION OF BIDS

A. OPENING OF BIDS

1. If stipulated in an advertisement or invitation to bid, or when otherwise required by tribal law, 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 Bidders.

B. REJECTION OF BIDS

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

C. ACCEPTANCE OF BID (AWARD)

1. It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by tribal law, 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 tribal law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.
3. The Owner will issue a Notice of Award to the selected Bidder in a form acceptable to the Contracting Officer. The contractor may not start work until a Notice to Proceed is issued by the Contracting Officer.

D. INDIAN PREFERENCE

1. Indian preference in Contract Award and Equal employment opportunities shall apply. All Bidders requesting Indian preference shall submit their request for Indian preference along their bid. Qualified, responsible, and responsive Indian bidders, who submit Bids that are within 5% of the lowest Bid, shall be given the opportunity to lower their Bid to below the lowest Bid amount and become the lowest Bidder. The Tribe can advertise for bids or proposals limited to certified Indian organizations and Indian-owned enterprises.



2. This Contract is subject to the following Indian Preference requirements pursuant to 24 CFR 953.51:
 - a. 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. 450c(b) (Indian Act). Section 7(b) requires that to the greatest extent feasible (1) preferences and opportunities for training and employment shall be given to Indians and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
 - b. The parties of this contract shall comply with the provisions of Section 7(b) of the Indian Act.
 - c. 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 and Alaskan Natives.
 - d. The Contractor shall include this Section 7(b) clause in every subcontract in connection with the project, and shall, at the direction of the Owner, take appropriate action pursuant to the subcontract upon a finding by the Owner that the subcontractor has violated the Section 7(b) clause of the Indian Act.
3. The Contractor and each of his subcontractors shall give preference in all hiring to Indians as required by the Indian Preference section of this Contract.
4. Upon initial hiring and whenever a job opening occurs thereafter, the Contractor and each subcontractor shall give written notice of such opening to the Owner stating the time when, and the local place where, job applications will be accepted. Except in cases of an emergency, no one other than an Indian shall be hired for any job until 48 hours (not counting Sundays and holidays) following the notice to the Owner.
5. The Contractor shall have the right to reject any job applications for a valid reason, or to terminate the employment of any Indian for appropriate reasons, but in either event, the Contractor shall, within three days, send a written statement of the reasons for such action to the Owner.

E. TERO COMPLIANCE

1. The Contractor shall provide a plan for maximum utilization of American Indian Workers as required in the Yurok Tribe's Tribal Employment Rights Ordinance, and obtain a TERO Permit from the Yurok Tribe's TERO Compliance Officer.
2. The Contractor shall include all applicable TERO taxes in the Contract Sum.

F. POST BID INFORMATION

1. CONTRACTOR'S QUALIFICATION STATEMENT

- a. Bidders to whom award of a Contract is under consideration shall submit to the Construction Manager, upon request and within the timeframe specified by the Construction Manager, a properly executed AIA Document A305,



Contractor's Qualification Statement, and a properly executed AIA Document G705, List of Subcontractors, unless such a Statement has been previously required and submitted for this Bid.

2. INTERVIEWS

- a. Oral interviews will be provided at the sole discretion of the Owner and are for the purposes of allowing the Owner to broaden their understanding of certain selected respondents.

3. SUBMITTALS

- a. After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Construction Manager:
 - 1) a designation of the Work to be performed with the Bidder's own forces;
 - 2) names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each;
 - 3) names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
 - 4) A Construction Schedule created using Microsoft Projects or equivalent project management software; and
 - 5) The contact information of the person responsible for weekly updates of the Construction Schedule.
- b. The Bidder will be required to establish to the satisfaction of the Construction Manager and Contracting Officer the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- c. Prior to the execution of the Contract, the Construction Manager will notify the Bidder if either the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder 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 Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
- d. Persons and entities proposed by the Bidder and to whom the Contracting Officer and Construction Manager have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Contracting Officer and Construction Manager



1.6 PERFORMANCE BOND AND PAYMENT BOND

A. BOND REQUIREMENTS

1. The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.
2. The furnishing of such bonds is required after receipt of bids and before execution of the Contract. The cost of such Bonds shall be included in Bid.
3. 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.
4. The Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

B. TIME OF DELIVERY AND FORM OF BONDS

1. 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.
2. Unless otherwise provided or requested by the Contracting Officer, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.
3. The bonds shall be dated on or after the date of the Contract.
4. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 002113



DOCUMENT 002513 - PREBID MEETINGS

PART 1 - GENERAL

1.1 PREBID MEETING

- A. Construction Manager will conduct a prebid meeting as indicated below:
1. Meeting Date: Tuesday, April 7th, 2026.
 2. Meeting Time: 01:00 p.m., local time.
 3. Location, In-Person Meeting: Yurok Tribe Weitchpec Office, 23001 CA-96, Hoopa, CA 95546.
 4. Information provided during Prebid Meeting does not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
- B. Attendance:
1. Prime Bidders: Attendance at Prebid Meeting is mandatory.
 2. Subcontractors: Attendance at Prebid Meeting is recommended.
 3. Notice: Bids will only be accepted from prime bidders represented on Prebid Meeting sign-in sheet.
- C. Bidder Questions: Submit written questions to be addressed at Prebid Meeting minimum of two business days prior to meeting.
- D. Agenda: Prebid Meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
1. Procurement and Contracting Requirements:
 - a. Advertisement for Bids.
 - b. Instructions to Bidders.
 - c. Bidder qualifications.
 - d. Bonding.
 - e. Insurance.
 - f. Bid security.
 - g. Bid Form and attachments.
 - h. Bid submittal requirements.
 - i. Bid Submittal Checklist.
 - j. Notice of Award.
 - k. TERO
 2. Communication during Bidding Period:
 - a. Obtaining documents.
 - b. Access to Project web-based bidding management software site.



- c. Bidder's Requests for Information.
 - d. Bidder's Substitution Request/Prior Approval Request.
 - e. Addenda.
3. Contracting Requirements:
 - a. Agreement.
 - b. The General Conditions.
 - c. The Supplementary Conditions.
 - d. Other Owner requirements.
 4. Construction Documents:
 - a. Scope of Work.
 - b. Temporary facilities.
 - c. Use of site.
 - d. Work restrictions.
 - e. Alternates, allowances, and unit prices.
 - f. Substitutions following award.
 5. Separate Contracts:
 - a. Work by Owner.
 - b. Work of other Contracts.
 6. Schedule:
 - a. Project schedule.
 - b. Contract Time.
 - c. Liquidated damages.
 - d. Other Bidder questions.
 7. Site/facility visit or walkthrough.
 8. Post-meeting addendum.
- E. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees . Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
1. Sign-in Sheet: Minutes will include list of meeting attendees.
 2. List of Planholders: Minutes will include list of planholders.
- 1.2 SITE WALKTHROUGH
- A. Site walkthrough will be conducted by members of Project team following the Prebid Meeting.



PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 002513



DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids in accordance with Instructions to Bidders.
- B. Procurement Prior Approval Requests: Requests for approval of products or manufacturers from those required by the Contract Documents as defined by product selection procedures in Section 016000 "Product Requirements."
 - 1. Procurement prior approval is required when products or manufacturers are listed in specifications under "Sole Product," "Sole Manufacturer," "Limited List of Products," or "Limited List of Manufacturers" introductory paragraphs.
 - 2. Procurement prior approval is not required when products or manufacturers are listed in specifications under "Non-Limited List of Products" or "Non-Limited List of Manufacturers" introductory paragraphs.
 - 3. Where use of "Sole Product," "Sole Manufacturer," "Limited List of Products," or "Limited List of Manufacturers" introductory paragraphs is not allowed by statute, procurement prior approval request is not required.
- C. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See the General Conditions and Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.



- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with general intent of the Contract Documents, including level of quality of the Work represented by requirements therein.
 3. Request is fully documented and properly submitted.

1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Construction Manager. Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:
1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
 2. Submittal Format, Printed: Submit each written Procurement Substitution Request to Construction Manager and Senior Contracting Officer via Email, using CSI Substitution Request Form 1.5C.
- B. Architect's Action:
1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all Bidders of acceptance of proposed substitute by means of an Addendum to the Procurement and Contracting Documents.
- C. Architect's approval of substitute during bidding does not relieve Contractor of the responsibility to submit required Shop Drawings and to comply with all other requirements of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 002600



DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Yurok Regional Wellness Center.
- C. Project Location: Weitchpec, CA.
- D. Owner: Yurok Tribe.
- E. Architect: Pyatok.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by The Architect and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services , including all scheduled allowances indicated in Section 012100 "Allowances, necessary to complete the construction of the above-named Project, in accordance with the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. _____ Dollars
(\$ _____).
 - 2. The above amount may be modified by amounts indicated by the Bidder under the "Alternates" Article below.

1.3 ALTERNATES

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular Alternates are accepted by Owner. Amounts listed for each Alternate include costs of related coordination, modification, or adjustment.
- B. If the Alternate does not affect the Contract Sum, the Bidder to indicate "NO CHANGE."
- C. If the Alternate does not affect the Work of this Contract, the Bidder to indicate "NOT APPLICABLE."



- D. The Bidder is responsible for determining from the Contract Documents the effects of each Alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any Alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any Alternates by Owner is to have no effect on the Contract Time unless the Alternate description below provides a formatted space for the adjustment of the Contract Time.
- G. Alternate No. _____ Alternate Title : _____
 - 1. ADD DEDUCT NO CHANGE NOT APPLICABLE.
 - 2. _____ Dollars (\$_____).
 - 3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

1.4 BID SECURITY

- A. Form of Bid Security: Bidder has attached the following:
 - 1. AIA Document A310-2010, "Bid Bond."
 - 2. Cashier's check.
 - 3. Certified check.
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, or bid bond.

1.5 TIME OF COMPLETION

- A. Time of Completion:
 - 1. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and to substantially complete the Work within ___ calendar days.

1.6 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated _____.
 - 2. Addendum No. 2, dated _____.
 - 3. Addendum No. 3, dated _____.
 - 4. Addendum No. 4, dated _____.



1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto:

1. AIA Document 305 "Contractor's Qualification"
2. AIA Document 705 "List of Subcontractors"
3. Schedule of Values in the form of AIA Document G703 or acceptable equivalent.
4. Yurok Tribe Indian Preference Plan
5. Yurok Tribe Application for Contractor/Business Certification, if applicable
6. Non-collusive Affidavit

1.8 CONTRACTOR'S LICENSE

The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in California, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.



1.9 SUBMISSION OF BID

- A. Respectfully submitted this _____ day of _____.
- B. Submitted by: _____
(Name of bidding firm or corporation).
- C. Authorized Signature: _____
(Handwritten signature).
- D. Signed by: _____
(Type or print name).
- E. Title: _____
(Owner/Partner/President/Vice President).
- F. Witnessed by: _____
(Handwritten signature).
- G. Attest: _____
(Handwritten signature).
- H. By: _____
(Type or print name).
- I. Attester Title: _____
(Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip: _____.
- L. Phone: _____.
- M. License No.: _____.
- N. Federal ID No.: _____.
- O. (Affix Corporate Seal Here)



PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004113



DOCUMENT 004373 - PROPOSED SCHEDULE OF VALUES FORM

PART 1 - GENERAL

1.1 BID FORM SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including Alternates, in enough detail to facilitate continued evaluation of bid. Organize and label contents by section or division number in accordance with the Project Manual table of contents.
 - 1. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
- B. Submit the Schedule of Values Form using AIA G703 or equivalent format.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004373



DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Project Name: Yurok Regional Wellness Center.
- B. Bidder: _____.
- C. Prime Contract, if applicable: _____.

1.2 BIDDER'S CHECKLIST

- A. To assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the Bid Form.
 - 1. Prepared the Bid Form as required by the Instructions to Bidders.
 - 2. Indicated in the Bid Form the Base Bid amount in Dollars.
 - 3. Indicated in the Bid the proposed Time of Completion in calendar days.
 - 4. Bid amount includes 5% TERO Tax.
 - 5. Indicated on the Bid Form the Addenda received.
 - 6. Indicated on the Bid Form cost associated with listed Alternates.
 - 7. Attached to the Bid Form Bid Security in form and for the amount required.
 - 8. Attached to the Bid Form Proposed Schedule of Values Form.
 - 9. Attached to the Bid Form Contractor's Qualification Statement Form AIA A305.
 - 10. Attached to the Bid Form List of Subcontractors Form AIA G705.
 - 11. Attached to the Bid Form Indian Preference Plan.
 - 12. Attached to the Bid Form Application for Contractor/ Business Certification, if applicable.
 - 13. Attached to the Bid Form Non-Collusive Affidavit.
 - 14. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond as described in the Bidding Documents.
 - 15. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated in the Bidding Documents.
 - 16. Bid envelope for paper copy bids shows name and address of the Bidder.
 - 17. Bid envelope for paper copy bids shows the Bidder's Contractor's License Number.
 - 18. Bid envelope for paper copy bids shows name of Project being bid.
 - 19. Bid envelope for paper copy bids shows name of Prime Contract being bid, if applicable.
 - 20. Bid envelope for paper copy bids shows time and day of Bid Opening.



Yurok Regional Wellness Center
Weitchpec, California

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004393



SECTION 004519 – NON-COLLUSIVE AFFIDAVIT

PART 1 - GENERAL

1.1 FORM OF AFFIDAVIT

- A. The Yurok Tribe's Non-Collusive Affidavit form is attached at the end of this section.
 - 1. The Contractor must fill out the form and have it notarized by a public or other officer and attach the completed form to the Bid Form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 004519



NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says:
(Print name)

That I am an owner, a partner or an officer of _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price submitted or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project Name _____

Location _____

Signature

Name and title

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness,

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me _____, Notary Public
(Name of Notary)

on this date _____ by _____
(Date the Signer personally appeared and signed the document) (Name of document signer (affiant))

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official Seal.

Signature of Notary Public

(notary seal)

END OF DOCUMENT



DOCUMENT 006000 - PROJECT FORMS

PART 1 - GENERAL

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions to be used for Project:
 - 1. The General Conditions are included in the Project Manual.
 - 2. The Supplementary Conditions for Project are incorporated into a modified copy of the General Conditions included in the Project Manual.
 - 3. Owner's document(s) bound following this Document.

1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from AIA Contract Documents: <https://aiacontracts.com>.
- C. Prebid Forms:
 - 1. Form of Bid Bond: AIA Document A310-2010 "Bid Bond."
 - 2. Form of Contractor's Qualification Statement: AIA Document A05-2020 "Contractor's Qualification Statement."
 - 3. Form of List of Subcontractors: AIA Document G705 "List of Subcontractors."
 - 4. Form of Substitution Request: CSI Form 1.5C "Substitution Request."
 - 5. Form for Request for Interpretation (Bidding Phase): See section 006313.13 "Request for Interpretation (RFI), Bidding Phase."
 - 6. Form for Indian Preference Plan: See section 007390 "Supplementary Conditions."
 - 7. Form for Application for Contractor/Business Indian Preference Certification: See section 007390 "Supplementary Conditions."
 - 8. Form for TERO Compliance Permit: See section 007390 "Supplementary Conditions."
- D. Preconstruction Forms:
 - 1. Form of Performance Bond and Labor and Material Bond: AIA Document A312-2010 "Performance Bond" and AIA Document A312-2010 "Payment Bond."
 - 2. Form of Certificate of Insurance: AIA Document G715-2017 "Supplemental Attachment for ACORD Certificate of Insurance 25."
- E. Information and Modification Forms:



1. Form for Requests for Information (RFIs) after Bidding: AIA Document G716-2004 "Request for Information (RFI)."
2. Form of Request for Proposal: AIA Document G709-2018 "Proposal Request."
3. Change Order Form: AIA Document G731-2019 "Change Order, Construction Manager as Adviser Edition."
4. Form for Request for Substitution (Post-bid): CSI Form 13.1A "Substitution Request."
5. Form of Change Directive: AIA Document G733-2019 "Construction Change Directive, Construction Manager as Adviser."
6. Form for Minor Change in the Work: AIA Document G710 "Architect's Supplemental Instructions."
7. Form of Certificate of Substantial Completion: AIA Document G734-2019 "Certificate of Substantial Completion, Construction Manager as Adviser Edition"

F. Payment Forms:

1. Payment Application, Construction Manager as Adviser Projects: AIA Document G732-2019 "Application and Certificate for Payment, Construction Manager as Advisor Edition" and G703-1992 "Continuation Sheet."
2. Form of Consent of Surety: AIA Document G707-1994 "Consent of Surety to Final Payment."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 006000



DOCUMENT 006313.13 - REQUEST FOR INTERPRETATION FORM (RFI), BIDDING PHASE

PART 1 - GENERAL

1.1 SUMMARY

- A. Bidders: Utilize this form to request information required for clarifications and interpretations of the Bidding Documents.
- B. Refer to Document 002113 "Instructions to Bidders" for instructions for submittal of this form and for definitions used on this form.
- C. Response to this request by the Architect will be in the form of a written Addendum issued to all Bidders. If response to request is not published, use specified product.

1.2 PROJECT INFORMATION

- A. Project Name: Yurok Regional Wellness Center.
- B. Project Location: Weitchpec, CA.
- C. Owner: Yurok Tribe.
- D. Architect: Pyatok.

1.3 BIDDING REQUEST INFORMATION

- A. Bidder: _____ . Email:
_____.
- B. Specification Section No.:
_____.
- C. Drawing Sheet/Detail Number:
_____.



SECTION 007213 – GENERAL CONDITIONS (SINGLE-PRIME CONTRACT)

PART 1 - GENERAL

1.1 GENERAL DEFINITIONS AND PROVISIONS

- A. The Yurok Tribe is a Sovereign Nation possessing inherent Sovereign Immunity. Nothing in this contract shall be interpreted as a waiver of The Yurok Tribe's Sovereign Immunity.
- B. Tribal Law is the collective of laws, statutes, ordinances, codes, rules, regulations, and orders of tribal authorities adopted by the Yurok Tribe and approved by the Yurok Tribal Council.
- C. The Yurok Tribal Council is the Authority Having Jurisdiction over all legal matters, and project activities of this contract.
- D. Indian-Owned Economic Enterprise is any Indian-Owned, commercial, industrial or business activity establishing or organized for the purpose of profit; provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.
- E. California State Prevailing Wage Rates shall apply. The Contractor can locate the current wage rates at the following web address: (<https://www.dir.ca.gov/public-works/prevailing-wage.html>).
- F. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract.
 - 1. A Modification is:
 - a. a written amendment to the Contract signed by both parties,
 - b. a Change Order,
 - c. a Construction Change Directive, or
 - d. a written order for a minor change in the Work issued by the Architect.
 - 2. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.
- G. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may



be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between:

1. the Contractor and the Architect or the Architect's consultants,
 2. the Owner and the Construction Manager or the Construction Manager's consultants,
 3. the Owner and the Architect or the Architect's consultants,
 4. the Contractor and the Construction Manager or the Construction Manager's consultants,
 5. the Owner and a Subcontractor or Sub-subcontractor,
 6. the Construction Manager and the Architect,
 7. any persons or entities other than the Owner and Contractor.
- H. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- I. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.
- J. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.
- K. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.
- L. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- M. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- N. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.
- O. CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the



- extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
2. The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any tribal law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by tribal law, to give effect to the parties' intentions and purposes in executing the Contract.
 3. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
 4. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
 5. CAPITALIZATION
 - a. Terms capitalized in these General Conditions include those that are:
 - 1) specifically defined,
 - 2) the titles of numbered articles, or
 - 3) the titles of other documents.
 6. INTERPRETATION
 - a. In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
 7. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER INSTRUMENTS OF SERVICE
 - a. The Tribe is the sole owner of the Drawings, Specifications, and Instruments of Service.
 - b. The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established in the Contract, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner.
 8. NOTICE
 - a. Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated



representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered by electronic transmission if a method for electronic transmission is set forth in the Agreement.

- b. Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

9. DIGITAL DATA USE AND TRANSMISSION

- a. The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

1.2 THE OWNER

- A. The Owner is the Yurok Tribe and is referred to throughout the Contract Documents as if singular in number. The Yurok Tribal Council is the primary source of authority in matters related to the Owner.
- B. The Contracting Officer is the person or entity retained by the Owner and identified as such in the Agreement.
- C. The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- D. If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.
- E. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Contracting Officer, and the Construction Manager or Contracting Officer may, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the



difference to the Owner.

1.3 THE CONTRACTOR

- A. The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- B. The Contractor shall perform the Work in accordance with the Contract Documents.
- C. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Contracting Officer in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

D. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 1. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- 2. Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Contracting Officer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- 3. Contractor shall promptly report to the Construction Manager any nonconformity to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of tribal authorities, discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Contracting Officer may require.

E. SUPERVISION AND CONSTRUCTION PROCEDURES



1. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Contracting Officer, and shall propose alternative means, methods, techniques, sequences, or procedures. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
3. The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work. Inspections must be conducted in coordination with the Construction Manager and in accordance to the Construction Schedule.

F. LABOR AND MATERIALS

1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
2. The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Contracting Officer, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.
3. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

G. WARRANTY

1. The Contractor warrants to the Owner, Construction Manager, and Contracting Officer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the



Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective.

2. All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner.

H. TAXES

1. The Contractor shall pay sales, consumer, use, TERO, and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

I. PERMITES, FEES, NOTICES AND COMPLIANCE FORMS

1. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by tribal agencies, and cultural monitors necessary for proper execution and completion of the Work that are customarily secured after or during execution of the Contract and required at the time bids are received or negotiations concluded.
2. The contractor shall secure and pay for all Caltrans permits including encroachment permit.
3. The Contractor shall comply with and give notices required by applicable tribal laws, statutes, ordinances, codes, rules and regulations, and lawful orders of tribal authorities applicable to performance of the Work.
4. If the Contractor performs Work knowing it to be contrary to applicable tribal laws, statutes, ordinances, codes, rules and regulations, or lawful orders of tribal authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
5. The Contractor shall promptly provide notice to the Owner, Construction Manager, and the Contracting Officer, if the Contractor encounters conditions at the site that are
 - a. subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or
 - b. unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
6. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Contracting Officer. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain tribal authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features.



J. ALLOWANCES

1. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.
2. Unless otherwise provided in the Contract Documents:
 - a. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; and
 - b. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
3. Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

K. SUPERINTENDENT

1. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
2. The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Contracting Officer
 - a. has reasonable objection to the proposed superintendent or
 - b. require additional time for review.
3. The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent.

L. CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

1. The Contractor, promptly after being awarded the Contract, shall submit for the Owner's information, and the Construction Manager's use in developing the Project schedule, a Contractor's Construction Schedule for the Work. The schedule shall contain detail appropriate for the Project, including:
 - a. the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion;
 - b. an apportionment of the Work by construction activity;
 - c. the time required for completion of each portion of the Work; and
 - d. the dates of required inspections.



2. The Construction Schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project and before weekly meetings with the Owner and Construction Manager. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors
3. The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's approval. The submittal schedule shall:
 - a. be coordinated with the Contractor's construction schedule, and
 - b. allow the Construction Manager and Architect reasonable time to review submittals.
4. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
5. The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.
6. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

M. DOCUMENT AND SAMPLES AT THE SITE

1. The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form and paper copies, available to the Construction Manager, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

N. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

1. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.



3. Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
4. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.
5. The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.
6. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has:
 - a. reviewed and approved them,
 - b. determined and verified materials, field measurements and field construction criteria related thereto, and
 - c. checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
7. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect and Construction Manager.
8. The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and:
 - a. the Architect and Construction Manager have given written approval to the specific deviation as a minor change in the Work, or
 - b. a Change Order or Construction Change Directive has been issued authorizing the deviation.
9. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
10. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than



those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

O. USE OF SITE

1. The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of tribal authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
2. The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

P. CUTTING AND PATCHING

1. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

Q. CLEANING UP

1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
2. If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

R. ACCESS TO WORK

1. The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

S. INDEMNIFICATION

1. To the fullest extent permitted by tribal law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction



Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

2. In claims against any person or entity indemnified under this Section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

1.4 ARCHITECT AND CONSTRUCTION MANAGER

A. DEFINITIONS

1. The Architect is the person or entity retained by the Owner and identified as such in the Agreement.
2. The Construction Manager is the person or entity retained by the Owner and identified as such in the Agreement.

B. ADMINISTRATION OF THE CONTRACT

1. The Construction Manager will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Contracting Officer issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
2. The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.
3. The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.
4. The Construction Manager, except to the extent required by the Contract Documents, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or



for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

5. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Construction Manager. The Contract Documents may specify other communication protocols.
6. The Construction Manager and Contracting Officer will review and certify all Applications for Payment by the Contractor.
7. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work, whether or not the Work is fabricated, installed or completed.
8. The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Submittals Schedule.
9. The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.
10. Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
11. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under 1.3.
12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.



13. The Construction Manager will prepare Change Orders and Construction Change Directives in coordination with the Contracting Officer.
14. The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in coordination with the Contracting Officer.
15. The Construction Manager will assist in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Contracting Officer and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor. The Construction Manager will forward to the Contracting Officer a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.
16. The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

1.5 SUBCONTRACTORS

A. DEFINITIONS

1. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.
2. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub- subcontractor.

B. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

1. Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Contracting Officer, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. The Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Contracting Officer



- a. has reasonable objection to any such proposed person or entity or,
 - b. requires additional time for review.
2. The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Contracting Officer has made reasonable and timely objection.
 3. If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Contracting Officer has no reasonable objection.
 4. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsibly in submitting names as required.
 5. The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Contracting Officer makes reasonable objection to such substitution.

C. SUBCONTRACTUAL RELATIONS

1. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

D. CONTINGENT ASSIGNMENT OF SUBCONTRACTORS

1. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:



- a. assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor;
 - b. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract; and
 - c. When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
2. Upon assignment to the Owner, the Owner may further assign the subcontract to a successor Contractor or other entity.

1.6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. OWNER'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD OTHER CONTRACTS

1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors.
2. When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

B. MUTUAL RESPONSIBILITY

1. The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
2. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors completed or partially completed construction is fit and proper to receive the Contractor's Work.
3. The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction.
4. The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the



Owner, Separate Contractors, or other Contractors.

C. OWNER'S RIGHT TO CLEAN UP

1. If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Contracting Officer, will allocate the cost among those responsible.

1.7 CHANGES IN THE WORK

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this section and elsewhere in the Contract Documents.
- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

C. CHANGE ORDERS

1. A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Contracting Officer, and Contractor, stating their agreement upon all of the following:
 - a. The change in the Work;
 - b. The amount of the adjustment, if any, in the Contract Sum; and
 - c. The extent of the adjustment, if any, in the Contract Time.

D. CONSTRUCTION CHANGE DIRECTIVE

1. A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager, Contracting Officer, and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
3. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by



- sufficient substantiating data to permit evaluation;
- b. Unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data.
4. Unless otherwise provided in the Contract Documents, costs for the purposes of this procedure shall be limited to the following:
 - a. Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager;
 - b. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
 - c. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - d. Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
 - e. Costs of supervision and field office personnel attributable to the change.
 5. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
 6. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order with the approval of the Contracting Officer and the Owner.
 7. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
 8. Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment.
 - a. The Construction Manager and Contracting Officer will make an interim



determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Contracting Officer determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order.

9. When the Owner and Contractor agree with a determination made by the Construction Manager and Contracting Officer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately, after the approval of the Owner, and a Change Order shall be prepared. Change Orders may be issued for all or any part of a Construction Change Directive.

E. MINOR CHANGES IN THE WORK

1. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

1.8 TIME

A. DEFINITIONS

1. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
2. The date of commencement of the Work is the date established in the Agreement.
3. The date of Substantial Completion is the date certified by the Construction Manager and Contracting Officer in accordance with the Contract Documents.
4. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

B. PROGRESS AND COMPLETION

1. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
2. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor.
3. The Contractor shall proceed expeditiously with adequate forces and shall achieve



Substantial Completion within the Contract Time.

C. DELAYS AND EXTENSIONS OF TIME

1. If the Contractor is delayed at any time in the commencement or progress of the Work by:
 - a. changes ordered in the Work;
 - b. labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Contract Documents, or other causes beyond the Contractor's control;
 - c. delay authorized by the Owner; or
 - d. other causes that the Contractor asserts, and the Construction Manager determines justify delay, then the Contract Time shall be extended for such reasonable time as agreed by the Contractor and the Owner.

1.9 PAYMENTS AND COMPLETION

A. CONTRACT SUM

1. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
2. TERO tax will be deducted from payments to the Contractor.

B. SCHEDULE OF VALUES

1. Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager. This schedule, unless objected to by the Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

C. APPLICATIONS FOR PAYMENT

1. At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall



- reflect retainage if provided for in the Contract Documents.
2. Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager, but not yet included in Change Orders.
 3. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
 4. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
 5. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

D. CERTIFICATES FOR PAYMENT

1. The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

E. PROGRESS PAYMENTS

1. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

F. SUBSTANTIAL COMPLETION

1. Substantial Completion is the stage in the progress of the Work when the Work or



designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

2. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor shall prepare and submit to the Construction Manager a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
3. Upon receipt of the list, the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Construction Manager. In such case, the Contractor shall then submit a request for another inspection by the Construction Manager, to determine Substantial Completion.
4. When the Construction Manager determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare and execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

G. PARTIAL OCCUPANCY OR USE

1. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project.
2. Immediately prior to such partial occupancy or use, the Owner, Construction Manager, and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

H. FINAL COMPLETION AND FINAL PAYMENT

1. Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for



Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor.

2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Construction Manager
 - a. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
 - b. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect,
 - c. a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents,
 - d. consent of surety, if any, to final payment
 - e. documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and
 - f. if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

1.10 PROTECTION OF PERSONS AND PROPERTY

A. SAFETY PRECAUTIONS AND PROGRAMS

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

B. SAFETY OF PERSONS AND PROPERTY

1. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
 - a. employees on the Work and other persons who may be affected thereby;
 - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
 - c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
 - d. construction or operations by the Owner, Separate Contractors, or other Contractors.
2. The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of tribal



authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

3. The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
4. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, and Construction Manager.
5. The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.
6. The Contractor shall be responsible for protection of all materials, equipment, and work from theft and vandalism for the entire duration of the contract.

C. HAZARDOUS MATERIALS

1. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, and Construction Manager of the condition.

1.11 INSURANCE AND BONDS

A. CONTRACTOR'S INSURANCE AND BONDS

1. The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
2. The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

B. NOTICE OF CANCELLATION OR EXPIRATION OF CONTRACTOR'S REQUIRED



INSURANCE

1. Within three business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

1.12 UNCOVERING AND CORRECTION OF WORK

A. UNCOVERING OF WORK

1. If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

B. CORRECTION OF WORK

1. BEFORE SUBSTANTIAL COMPLETION

- a. The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

2. AFTER SUBSTANTIAL COMPLETION

- a. In addition to the Contractor's Warranty obligations, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so.
- b. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.



- c. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- d. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

3. ACCEPTANCE OF NONCONFORMING WORK

- a. If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable.

1.13 TERMINATION OF CONTRACT

A. TERMINATION BY THE OWNER FOR CAUSE

1. The Owner may terminate the Contract if the Contractor:
 - a. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b. fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
 - c. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the reasons above exist, after consultation with the Construction Manager, and upon certification by the Contracting Officer that sufficient cause exists to justify such action, the Owner may, terminate employment of the Contractor.

B. TERMINATION BY THE OWNER FOR CONVENIENCE

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
2. Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
 - a. cease operations as directed by the Owner in the notice;
 - b. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - c. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and



purchase orders and enter into no further subcontracts and purchase orders.

1.14 MISCELLANEOUS PROVISIONS

A. CODES, LAWS, AND STANDARDS COMPLIANCE

1. The Work must comply with the latest issue of the following codes, laws, and standards, subject to inspections and approval of the Construction Manager, in order to be considered for Acceptance:
 - a. California Building Code
 - b. Humboldt County Building Code
 - c. Uniform Plumbing Code
 - d. National Electric Code
 - e. California Electrical Code
 - f. Federal Americans with Disabilities Act of 1990, Accessibility Guidelines for Buildings and Facilities (ADA) with multi-use functions
 - g. California Mechanical Code
 - h. California Energy Code
 - i. California Green Building Standards Code
 - j. California Fire Code
 - k. Yurok Tribe Tribal Employment Rights Ordinance (TERO)
 - l. The Yurok Tribe Mining Ordinance and soil movement and disposal protocols.
 - m. 2 CFR Part 200 (Uniform Guidance)
 - n. All other codes, laws, and standards referenced in the Contract Documents.

B. YUROK TRIBE TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

1. The Contractor shall provide a plan for maximum utilization of American Indian Workers as required in the Yurok Tribe's Tribal Employment Rights Ordinance, and obtain a TERO Permit from the Yurok Tribe's TERO Compliance Officer.
2. The Contractor shall include all applicable TERO taxes in the Contract Sum.

C. INDIAN PREFERENCE

1. This Contract is subject to the following Indian Preference requirements pursuant to 24 CFR 953.51:
 - a. 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. 450c(b) (Indian Act). Section 7(b) requires that to the greatest extent feasible (1) preferences and opportunities for training and employment shall be given to Indians and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
 - b. The parties of this contract shall comply with the provisions of Section 7(b)



- of the Indian Act.
- c. 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 and Alaskan Natives.
 - d. The Contractor shall include this Section 7(b) clause in every subcontract in connection with the project, and shall, at the direction of the Owner, take appropriate action pursuant to the subcontract upon a finding by the Owner that the subcontractor has violated the Section 7(b) clause of the Indian Act.
2. The Contractor and each of his subcontractors shall give preference in all hiring to Indians as required by the Indian Preference section of this Contract.
 3. Upon initial hiring and whenever a job opening occurs thereafter, the Contractor and each subcontractor shall give written notice of such opening to the Owner stating the time when, and the local place where, job applications will be accepted. Except in cases of an emergency, no one other than an Indian shall be hired for any job until 48 hours (not counting Sundays and holidays) following the notice to the Owner.
 4. The Contractor shall have the right to reject any job applications for a valid reason, or to terminate the employment of any Indian for appropriate reasons, but in either event, the Contractor shall, within three days, send a written statement of the reasons for such action to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 007213



SECTION 007390 – SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 TERO COMPLIANCE OFFICER

- A. For all questions regarding compliance with Tribal Employment Rights Ordinance, contact the Yurok Tribe's TERO Compliance Officer Justin Woods at:

1. Phone: (707) 457-7637, or
2. Email: jwoods@yuroktribe.nsn.us

B. INDIAN PREFERENCE

1. Indian preference in Contract Award and Equal employment opportunities shall apply. All Bidders requesting Indian preference shall submit their request for Indian preference along their bid. Qualified, responsible, and responsive Indian bidders, who submit Bids that are within 5% of the lowest Bid, shall be given the opportunity to lower their Bid to below the lowest Bid amount and become the lowest Bidder. The Tribe can advertise for bids or proposals limited to certified Indian organizations and Indian-owned enterprises.
2. This Contract is subject to the following Indian Preference requirements pursuant to 24 CFR 953.51:
 - a. 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. 450c(b) (Indian Act). Section 7(b) requires that to the greatest extent feasible (1) preferences and opportunities for training and employment shall be given to Indians and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
 - b. The parties of this contract shall comply with the provisions of Section 7(b) of the Indian Act.
 - c. 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 and Alaskan Natives.
 - d. The Contractor shall include this Section 7(b) clause in every subcontract in connection with the project, and shall, at the direction of the Owner, take appropriate action pursuant to the subcontract upon a finding by the Owner that the subcontractor has violated the Section 7(b) clause of the Indian Act.
3. The Contractor and each of his subcontractors shall give preference in all hiring to Indians as required by the Indian Preference section of this Contract.
4. Upon initial hiring and whenever a job opening occurs thereafter, the Contractor



and each subcontractor shall give written notice of such opening to the Owner stating the time when, and the local place where, job applications will be accepted. Except in cases of an emergency, no one other than an Indian shall be hired for any job until 48 hours (not counting Sundays and holidays) following the notice to the Owner.

5. The Contractor shall have the right to reject any job applications for a valid reason, or to terminate the employment of any Indian for appropriate reasons, but in either event, the Contractor shall, within three days, send a written statement of the reasons for such action to the Owner.

C. TERO COMPLIANCE

1. The Contractor shall provide a plan for maximum utilization of American Indian Workers as required in the Yurok Tribe's Tribal Employment Rights Ordinance, and obtain a TERO Permit from the Yurok Tribe's TERO Compliance Officer.
2. The Contractor shall include all applicable TERO taxes in the Contract Sum.

D. The Yurok Tribe's Tribal Employment Rights Ordinance (TERO) is hereby incorporated into the Contract Documents.

1. A copy of TERO is attached at the end of this section.
2. A copy of the TERO Indian Preference Plan is attached at the end of this section.
3. A copy of the TERO Application for Contractor/ Business Certification is attached at the end of this section.

END OF SECTION 007390

TRIBAL EMPLOYMENT RIGHTS ORDINANCE



OF THE

YUROK TRIBE

YUROK TRIBAL EMPLOYMENT RIGHTS OFFICE ORDINANCE

Pursuant to its authority under Article IV, Section 5 of the Yurok Constitution, as certified on November 24, 1993, the Yurok Tribal Council hereby enacts the following ordinance establishing a Tribal Employment Rights Office to provide for the social and economic well-being of Yurok Tribal members:

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GENERAL PROVISIONS

SECTION 4001. Short Title

This ordinance shall be referred to as the “Yurok Tribal Employment Rights Office Ordinance” or “Yurok TERO Ordinance.”

SECTION 4002. Findings

Indians have unique and special employment rights, and are entitled to the protection of laws established by the federal government to combat employment discrimination on or near Indian reservations, including the following:

- (a) Title VII of the Civil Rights Act, including section 703(i), which makes Indian and Tribal member preference in employment possible.
- (b) Executive Order 11246, enforced by the Office of Federal Contract Compliance Programs and exempting from the general requirements contractors extending preference in employment for Indians living on or near an Indian Reservation, and which further prohibits discrimination among Indians as a group on the basis of religion, sex, or tribal affiliation. Executive Order 11246 applies only to employers working under federal contracts.

- (c) The Indian Self-Determination Act, Section 7(b) of Public Law 93-638, which provides for Indian preference in employment, training, and contracting or subcontracting on all contracts negotiated or let on behalf of an Indian Tribe.
- (d) The Indian Civil Rights Act of 1968, which prohibits Indian tribal governments from enacting or enforcing laws that violate certain individual rights similar to those individual rights guaranteed under the Bill of Rights of the United States Constitution.

SECTION 4003. Purpose

The Yurok Tribal Council is enacting this ordinance to build the workforce capacity of Yurok Tribal members and Indian people and to help provide for their health and economic well-being.

The Yurok Tribal Council operates under a constitutional mandate to protect the sovereignty of the Yurok Tribe and to provide for the cultural, social, and economic well-being of current and future Yurok tribal members. In fulfillment of its duty to guarantee the unique employment rights of all Yurok Tribal members and other Indians within its jurisdiction, the Yurok Tribal Council hereby reaffirms and reestablishes the TERO and establishes standards and procedural guidelines with the following purposes:

- (a) To prevent employment related discrimination against Indians;
- (b) To ensure compliance with the ordinance that is intended to give preference in employment, contracting and subcontracting, and training to Indians;
- (c) To maximize utilization of Indian workers in all employment opportunities on Yurok lands;
- (d) To ensure the Indians seeking employment on Yurok lands are trained and equipped to enter the workforce and maintain employment of their choosing;
- (e) To ensure due process for all individuals affected by the application of this ordinance's requirements; and
- (f) To provide clarity to Indian workers, covered employers, and contractors regarding TERO requirements and greater efficiency in the TERO process.

SECTION 4004. Amendments Adopted by Emergency Act

This Amendment to the TERO Ordinance was adopted by emergency legislative act, pursuant to Section 5009 of the Yurok Public Hearing Ordinance on March 20, 2025. The Yurok Tribal Council found that there was an immediate and urgent need for funding for elder's services.

SECTION 4005. Scope

This ordinance shall apply to all covered employers and contractors on Yurok lands. Additionally, this ordinance shall apply to all projects on or off the Yurok Reservation involving Tribal funds and initiated or taken over by the Yurok Tribe or a Tribal entity.

SECTION 4006. Sovereign Immunity Preserved

Except as judicial review is authorized in this ordinance, and in accordance with the Yurok Tribe's Supreme Ordinance, nothing in this ordinance shall be interpreted as a waiver of the Tribe's

sovereign immunity from unconsented lawsuit, or as authorization for a claim for monetary damages against the Tribe.

SECTION 4007. Effective Date

This ordinance shall take effect immediately after its adoption by Council. This ordinance is not intended to apply retroactively to contracts or contractors.

SECTION 4008. Repeal of Conflicting Ordinance Provisions

This Amended Yurok Tribal Employment Rights Ordinance enacted by the Tribal Council is the controlling ordinance- all previous conflicting versions are hereby repealed. If the provisions of this ordinance conflict with the provisions of any other previously enacted ordinance or resolution, the provisions of this ordinance shall control.

SECTION 4009. Severability

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or application of its provisions to other persons or circumstances shall not be affected, and to this end, the provisions of this ordinance are severable.

SECTION 4010. Definitions

- (a) *Annual Gross Revenue* means any revenue earned during the Tribe's fiscal year.
- (b) *Contractor* means either a Covered Employer that is a utility company performing work within Yurok Lands, or a Covered Employer who undertakes a contract or subcontract with the Tribe or a Tribal entity for supplies, services, labor, or materials where:
 - (1) The total contract amount exceeds:
 - (A) \$5,000 in the case of a construction contract, or
 - (B) \$2,000 in the case of a non-construction contract; and
 - (2) Either of the following two conditions are satisfied:
 - (A) The majority of the work under the contract or subcontract will occur on Yurok lands, or
 - (B) The work utilizes Tribal funds.
- (c) *Covered Employer* means:
 - (1) The Yurok Tribe and Tribal entities, including but not limited to Yurok Indian Housing Authority, the Yurok Economic Development Corporation, the Redwood Hotel Casino, and Kee-Cha-E-Nar for any project utilizing Tribal funds, regardless of whether the employment or contract activity is on Yurok lands;
 - (2) Any person, partnership, corporation, joint venture, government or governmental entity, or other entity that utilizes Tribal funds for a project or that voluntarily submits to Tribal jurisdiction under this ordinance;
 - (3) The California Department of Transportation for projects within Yurok

ancestral territory; and

- (4) Any person, partnership, corporation, joint venture, utility, government or governmental entity, or other entity that is located or engaged in commerce within the Yurok Reservation and that employs two or more employees.
 - (5) Any federal contractor, who, pursuant to Office of Federal Contract Compliance Program regulation 41 C.F.R. § 60 1.5(7) voluntarily submits to Tribal jurisdiction for projects on or near the reservation.
- (d) *Council* or *Tribal Council* means the Yurok Tribal Council.
 - (e) *Days* means regular business days - Monday through Friday - not including tribally recognized holidays.
 - (f) *Employee* means a person working for remuneration on Yurok lands in the service of another, including, but not limited to, independent contractors and regular and temporary employees.
 - (g) *Indian* means a person enrolled in a federally recognized Indian tribe.
 - (h) *Indian Firm* means an entity that has been certified as an Indian firm by the TERO Officer.
 - (i) *Indian Preference Plan* means a negotiated agreement between the TERO Officer and a covered employer detailing Indian preference goals and incorporated into the TERO Permit.
 - (j) *Key Employee* means an employee of a covered employer in a managerial or project supervisory position, or who performs an essential job function as identified on a case by case basis by TERO and prior to issuing a TERO Permit.
 - (k) *Reservation* or *Yurok Reservation* means all lands within the exterior boundaries of the Yurok Reservation.
 - (l) *TERO* means the Tribal Employment Rights Office.
 - (m) *TERO Officer* means the TERO Director and any other positions within the TERO office designated by the Yurok Tribal Council Chairperson.
 - (n) *TERO Permit* means a permit issued to and signed by a covered employer after negotiation with the TERO Officer of an acceptable Indian Preference Plan.
 - (o) *Tier* means the Indian preference priorities for eligible Indians as established by this ordinance.
 - (p) *Tribal Court* means the Yurok Tribal court, which was established by the Yurok Tribe Judicial Branch Ordinance.
 - (q) *Trust Lands* means all land the fee title to which is owned by the United States of America and held in trust for the benefit of the Tribe or a Tribal member.
 - (r) *Tribal Funds* means funds of the Yurok Tribe or a Tribal entity and includes grant funds received by the Tribe or a Tribal entity.
 - (s) *Tribal Entity* means the Tribe and any agency, entity, subdivision, instrumentality, or

non-profit or for-profit corporation that acts at the direction of Council and includes but is not limited to the Yurok Tribe, the Yurok Indian Housing Authority, the Yurok Economic Development Corporation, the Redwood Hotel Casino, and Kee-Cha-E-Nar.

- (t) *Tribal Member* means a duly enrolled member of the Yurok Tribe listed on the Yurok Tribal Membership Roll.
- (u) *Tribe* means the Yurok Tribe acting at the direction of Council.
- (v) *Yurok Ancestral Territory* means those ancestral lands described in the Yurok Constitution Article I, Section I.
- (w) *Yurok Household* means a family with at least one enrolled tribal member within the household.
- (x) *Yurok Lands* means all lands within the Reservation, trust lands, and lands owned by the Tribe or a Tribal entity.

CHAPTER 1. TRIBAL EMPLOYMENT RIGHTS OFFICE

SECTION 4101. Establishment and Organization of TERO

Tribal Council hereby reaffirms and reestablishes a TERO to enforce Yurok and Indian preference with all enterprises, businesses, and projects operated or undertaken on Yurok lands. TERO shall consist of a TERO Officer and such other staff as may be determined by the Tribe's Executive Office. The Executive Office is vested with full supervisory authority over TERO.

SECTION 4102. Duties of TERO Officer

The TERO Officer shall oversee implementation and enforcement of this ordinance and day-to-day operations of TERO. The TERO Officer shall have the following duties:

- (a) Identify skills training opportunities for Tribal members;
- (b) Maintain a list of certified Indian firms;
- (c) Assist covered employers in hiring qualified Yurok Tribal members and Indians;
- (d) Manage a Tribal Skills Bank of Indians seeking employment, which includes a preliminary screening of contact information and employment history,
- (e) Provide monthly reports to the Council outlining the number of projects, number of Yurok and Indian employees, number of non-Indian employees, and other information required by Council, and
- (f) Provide the Yurok Tribe Fiscal Department with monthly accountings of all TERO Permits then in effect.

SECTION 4103. Powers and Authorities of TERO Officer

The TERO Officer shall have the following powers and authorities:

- (a) Hire TERO staff;

- (b) Develop a TERO budget and expend funds in accordance with a Council-approved budget;
- (c) Issue guidelines and develop forms;
- (d) Conduct audits, investigations, and inspections upon its own initiative or allegation;
- (e) Issue notice of non-compliance, warnings, and citations;
- (f) Conduct hearings;
- (g) Petition the Tribal Court for such orders as are necessary and appropriate to enforce decisions and sanctions imposed under this ordinance;
- (h) Subpoena documents and witnesses;
- (i) Require covered employers to submit reports, including labor force and payroll reports;
- (j) Issue orders;
- (k) Impose fines;
- (l) Suspend or terminate a covered employer's operation;
- (m) Certify eligible Indians and Indian firms;
- (n) Revoke Indian firm certifications and permits;
- (o) Monitor employers for compliance;
- (p) Restrict or prevent hiring of non-Tribal members or non-Indians;
- (q) Develop numerical hiring goals and timetables for a covered employer;
- (r) Conduct or facilitate training programs and job fairs to meet the purposes of this ordinance;
- (s) Require Indians seeking employment and covered employers to participate in TERO training programs;
- (t) Require covered employers to pay back wages to an aggrieved employee;
- (u) Enforce this ordinance; and
- (v) Take any action necessary to achieve the purposes and goals of this ordinance.

SECTION 4104. Inspections

The TERO Officer shall have the authority to make on-site inspections during regular working hours and in accordance with job site safety standards in order to monitor compliance with this ordinance. The TERO Officer or authorized representative shall have the right to inspect and copy all relevant records of a covered employer, to interview or speak to workers, and otherwise conduct investigations on the job site. All information collected shall be kept confidential unless or until disclosure is required during a hearing or appeal under this ordinance or ordered as part of any federal or tribal judicial or administrative proceeding.

CHAPTER 2. OVERSIGHT BY TRIBAL COUNCIL

SECTION 4201. Powers and Authorities of Council

The Council shall have, but not be limited to, the following powers and authorities:

- (a) Review and approve TERO policies;
- (b) Develop amendments to this ordinance;
- (c) Receive and resolve complaints regarding TERO that are not resolved by the Executive Office;
- (d) Review and approve requests to waive Indian preference as otherwise required under this ordinance;
- (e) Waive TERO fees; and
- (f) Approve a TERO budget and annual work plan.

SECTION 4202. Complaints Against TERO

Any complaint against TERO is to be directed to the Executive Office. If the Executive Office is not able to resolve the complaint, the Executive Office may forward the complaint to Council. The Executive Office and Council retain exclusive jurisdiction and discretion to hear and decide complaints against TERO. Tribal Court is not authorized to hear civil complaints against TERO.

CHAPTER 3. INDIAN PREFERENCE IN EMPLOYMENT

SECTION 4301. Indian Preference in Employment

All covered employers shall give absolute preference to qualified Indians in all phases of employment and training, including recruitment, hiring, upgrade, promotion, transfer, rate of pay, retention, and selection for training or apprenticeship.

Indian preference in employment means that if a qualified Indian is available, that person will be given preference over a qualified non-Indian in any phase of employment. A covered employer may not refuse to employ an Indian on the basis that a non-Indian is more qualified, so long as the Indian satisfies the threshold requirements for that occupational classification.

SECTION 4401. Covered Positions

Indian preference shall apply to all occupational classifications, except for key employees of non-Tribal entities. Occupational classifications may be identified by the U.S. Department of Labor, Bureau of Labor Statistics, Standard Occupational Classification then in effect. The Yurok Tribe and Tribal entities are required to apply Indian preference to the hiring of key employees.

SECTION 4302. Qualified Indians

An Indian shall be deemed qualified for employment in a position if that person meets the minimum requirements for such position. No employer may utilize any employment criterion that is not legitimately related to the performance of the position.

SECTION 4303. Eligible Indians

- (a) Yurok Tribe, Tribal Entities, and Covered Employers. The Yurok Tribe, Tribal entities, and covered employers shall extend a preference to qualified Indians

according to the following tier priorities:

- (1) Yurok Tribal members;
 - (2) Members of Yurok Households; and
 - (3) Other Indians.
- (b) Contractors Working On or Near the Reservation and Using Federal Funds. Contractors working on or near the Yurok Reservation and using federal funds shall extend a preference to qualified Indians according to the following tier priorities:
- (1) Indians living on or near the Yurok Reservation; and
 - (2) Other Indians.
- (c) For purposes of subsection (b), the word *near* means all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

SECTION 4304. Proof of Yurok or Indian Eligibility

- (a) Tribal Member. A person claiming that he or she is a Yurok Tribal member shall present an appropriate Yurok Tribal membership identification card.
- (b) Spouse of Tribal Member. A person claiming that he or she is a spouse of a Yurok Tribal member shall present the Yurok Tribe membership identification card of his or her spouse and proof of marriage.
- (c) Indian. A person claiming that he or she is an Indian shall have the burden to prove membership in a federally recognized tribe. To prove membership in a federally recognized tribe, TERO may require a person to submit the following:
 - (1) Certification or verification from a federally recognized tribe or the U.S. Bureau of Indian Affairs indicating that a person is a member of a federally recognized tribe,
 - (2) A tribal membership card, or
 - (3) Other documentation satisfactory to the TERO Officer.

SECTION 4305. Tribal Skills Bank

The TERO Officer shall manage a database of Yurok Tribal members and other Indians seeking employment. This database shall be known as the Tribal Skills Bank. Tribal Skills Bank records for such individuals may include name and contact information, membership in a federally recognized tribe, occupational classifications for which an individual meets minimum qualifications, training or additional qualifications, training or qualification needs, and such other information as necessary or useful to achieve the goals of this ordinance. It shall be the individual's responsibility to ensure that the Tribal Skills Bank contact information for that person is accurate and up-to-date.

SECTION 4306. TERO Card

In order to facilitate Indian employment, a Yurok Tribal member who has met Indian eligibility requirements may apply to TERO for a TERO Card. A TERO Card shall indicate the person's skilled labor occupational classifications. A TERO card constitutes presumptive evidence that a person is a Tribal member with the highest tier priority. A covered employer may hire such Tribal

member for an available position without being required to notify TERO prior to hiring as otherwise required by this ordinance. A TERO Card shall expire no later than two years after issuance, but may be renewed by the cardholder prior to its expiration for an additional two-year period.

CHAPTER 4. INDIAN PREFERENCE IN CONTRACTING

SECTION 4402. Indian Preference in Contracting

- (a) Indian Preference Required: Covered employers shall give preference to Indian firms in the award of contracts or subcontracts to the extent permitted by applicable law.
- (b) Indian Preference Defined: Indian preference in contracting means that if a qualified Indian firm is available, that Indian firm will be given preference over a qualified non-Indian entity in contracting.
- (c) Selection Based on Price. A contractor may not refuse to employ an Indian firm on the basis of price, so long as the Indian firm's price is within 5% of the lowest bid, calculated by multiplying the lowest bid by 105%, and the Indian firm agrees to match the lowest bid.
- (d) Selection Based on Qualification. A contractor may not refuse to employ an Indian firm on the basis that a non-Indian firm is more qualified, so long as the Indian firm satisfies the threshold requirements for technical qualifications. In a dispute regarding threshold technical qualifications, the TERO Officer shall determine the appropriate qualifications and whether they are met.

SECTION 4403. Indian Firm Eligibility Requirements

In order to receive certification as an Indian firm, an entity must meet the following eligibility requirements:

- (a) The entity must be a non-profit or for-profit entity where an Indian or Indians own at least a 51% interest and where such Indian or Indians have managerial and operational control of the business operations.
- (b) The Indian owner(s) must possess the power to direct or cause the direction to the management and policies of the entity and to make day-to-day, as well as long-term decisions on matters of management, policy and operations.
- (c) At least 51% of the profits must flow to the Indian owner(s).
- (d) The entity must not be tied to another firm in such a way as to compromise its independence and control.

SECTION 4404. Certification of an Indian Firm

- (a) Burden of Demonstrating Satisfaction of Eligibility Requirements. An entity claiming that it is an Indian firm and seeking certification shall have the burden to demonstrate to the TERO Officer, by a preponderance of the evidence, that it satisfies Indian firm eligibility requirements. Indian ownership must be real, substantial, and continuing, going beyond pro forma ownership of the entity as reflected in ownership documents.
- (b) Application for Certification. An entity shall submit an Indian Firm Certification

Application, in a form acceptable to TERO, and proof of the entity's Indian ownership, which shall include, but not be limited to:

- (1) Evidence that the entity is at least 51% owned by an Indian or at least 51% owned by a federally recognized tribe,
 - (2) Evidence that at least 51% of all profits will flow to the Indian owner during all portions of the contract or subcontract,
 - (3) Evidence that the Indian owner maintains management control, and
 - (4) The entity's name, address, and telephone number.
- (c) Documentation of Indian Ownership. To establish Indian ownership or maintain certification, the TERO Officer may require an entity to submit the following:
- (1) Current bank and tax records, incorporation documents, joint venture agreements, or partnership agreements documenting the share of Indian ownership,
 - (2) Certification that an Indian owner is a member of a federally recognized tribe, and
 - (3) Documents demonstrating that an Indian owner is an entity of a federally recognized tribe, such as articles of incorporation, a tribal ordinance or resolution establishing the entity, or certification by an appropriate authority of the federally recognized tribe that the entity is tribally owned.
 - (4) Such other documents as may be reasonably necessary to establish that Indian firm eligibility requirements are satisfied.
- (d) Certification. Upon satisfactory evidence that the requirements are met, the TERO Officer shall certify the entity as an Indian firm. The TERO Officer maintains sole authority to certify an entity as an Indian firm.
- (e) Certified Indian Firms. TERO shall maintain a list or database of certified Indian firms that classifies such Indian firms by major group using the North American Industry Classification System standard. TERO shall confirm certification of an Indian firm upon a contractor's request.
- (f) Ongoing Obligations. An Indian firm maintains ongoing obligations to ensure that Indian firm eligibility requirements are satisfied. The TERO Officer maintains discretion to revoke Indian firm certification upon finding that Indian firm eligibility requirements are not being met.
- (g) Expiration of Certification. An Indian firm must re-submit a certification application every two years to remain in good standing.

SECTION 4405. Eligible Indian Firms

- (a) Covered Employers' Preference for Indian Firms. Covered employers shall extend a preference to Indian firms according to the following priorities:
- (1) Indian firm that is at least 51% owned, operated, and controlled by a Yurok Tribal member or Yurok Tribal entity
 - (2) Indian firm that is less than 51% owned, operated, and controlled by a Yurok

- Tribal member or Yurok Tribal entity;
- (3) Indian firm without any ownership share held by a Yurok Tribal member or Yurok Tribal entity.
- (b) Contractors using Federal Funds. Notwithstanding the requirements of subsection (a), contractors using federal funds shall only be required to extend a preference to Indian firms according to the following tier priorities:
 - (1) Indian firm whose Indian owner is living on or near the Yurok Reservation; and
 - (2) Other Indian firms.
- (c) For purposes of subsection (b), the word *near* means all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

SECTION 4406. Specific Indian Preference Obligations of Contractors

In addition to the requirements of all covered employers, contractors shall have the following obligations:

- (a) Indian Preference Plan. Upon being selected for a contract and prior to commencing work, a contractor shall negotiate an Indian Preference Plan with the TERO Officer. The Indian Preference Plan shall include key employees, anticipated project occupational classifications, and Indian preference goals for the general contract and any subcontracts. For subcontracts, the contractor shall indicate proposed subcontractors and, if the subcontractor is not an Indian firm, evidence of steps taken to identify Indian firms.
- (b) Labor Force Reports. Upon commencing work, to submit to TERO weekly Labor Force Reports, in a form acceptable to TERO, indicating the number of Indian and non-Indian employees, pay rates, fringe benefits paid, hires, terminations, layoffs, promotions, pay increases, reprimands, and results in achieving Indian preference goals. TERO maintains discretion to require such reports on a more or less frequent basis and to require additional information.
- (c) Payroll Reports. Upon request by TERO, to submit to TERO weekly Payroll Reporting Forms, in the format then in use by the California Department of Industrial Relations, for all employees. TERO may also require submission of cancelled payroll checks and check stubs.
- (d) Non-responsive Bidder. A contractor who fails to secure a TERO Permit within a reasonable amount of time as determined by the TERO Officer shall be considered a non-responsive bidder for the purpose of awarding the contract.
- (e) Primary Responsibility for TERO Compliance. A contractor shall have initial and primary responsibility for ensuring that it and all of its subcontractors comply with these requirements. A contractor may be held jointly and severally liable for violations of this ordinance by its subcontractors.

SECTION 4407. Subcontractors

The Indian preference requirements contained in this ordinance shall be binding on all subcontractors of covered employers, regardless of a subcontractor's size, and shall be deemed a part of all resulting subcontract specifications. A subcontractor may be held liable for violations of this ordinance.

- (a) For large construction projects, subcontractors should meet and negotiate their own Indian Preference Plan with the TERO Officer. The subcontractor is to be treated in the same manner as a contractor under this ordinance. Both the subcontractor and the contractor can be held jointly and severally liable for any violation of the subcontractor's TERO Permit or Indian Preference Plan and both may be subject to sanctions, including a stop work order or monetary civil penalty. Because the Tribe may not be the contracting entity with the subcontractor, the contractor is encouraged to work cooperatively with TERO to ensure the subcontractor meets compliance obligations.

SECTION 4408. Unions

Covered employers with collective bargaining agreements with a union are responsible for informing such unions of this ordinance, its rules and regulations, and their Indian Preference Plan. Unions will give absolute preference to Indians in job referrals regardless of which referral list they are on. Temporary work permits will be granted to Indians who do not wish to join a union. Nothing herein shall constitute official recognition of any union or tribal endorsement of any union activities on Yurok lands.

SECTION 4409. Tribal Prevailing Wage

The Tribal Prevailing Wage Ordinance provisions shall apply to all contractors and subcontractors and be incorporated in the terms of the TERO Permit.

CHAPTER 5. IMPLEMENTATION OF INDIAN PREFERENCE IN CONTRACTING

SECTION 4501. Indian Preference Plan

No contractor may commence work until the contractor has submitted to TERO an Indian Preference Plan, negotiated with and approved by the TERO Officer, setting forth how the contractor intends to meet the contractor's obligations under this ordinance. The Indian Preference Plan should list by occupational classification all key and non-key employee positions to be used by the contractor.

For multi-year contracts, the Indian Preference Plan shall be reviewed at least annually, or sooner at the request of a contractor or the discretion of the TERO Officer, and shall be revised to reflect changes in the number of Tribal members or Indians available or in the contractor's hiring plans and practices.

SECTION 4502. Indian Preference Goals for Indian Preference Plan

The TERO Officer shall negotiate with a contractor an Indian Preference Plan establishing the minimum number of qualified Tribal members and Indians to be employed by the contractor. The TERO Officer may negotiate with the contractor for trainee or apprentice positions not otherwise required under the contract, but such positions shall be funded by TERO or other Tribal resources.

Goals will be established for all non-key employee occupational classifications on a contract by contract basis to be used by the covered employer. The goals shall be expressed as:

- (a) Project hours of Tribal member employment as a percentage of the total hours of employment by the covered employer for the occupational classification involved; and
- (b) Numerical goals based on surveys of the available Tribal member and Indian labor forces and projections of employment opportunities for each occupational classification.

SECTION 4503. TERO Permit

No contractor may commence work until the contractor has received a TERO Permit. The TERO Officer shall issue a TERO Permit to contractors upon approval of a negotiated Indian Preference Plan. The TERO Permit shall incorporate the terms of the Indian Preference Plan and shall constitute a consensual contractual relationship between the Yurok Tribe and the contractor.

SECTION 4504. Ongoing TERO Compliance; Filling Available Positions

Once work has commenced under a valid TERO Permit and if a position becomes available, a contractor shall not hire a non-Indian unless the contractor makes reasonable efforts to hire a qualified Indian for that position.

- (a) TERO Card Hiring. A contractor may hire immediately a Tribal member who presents the contractor with a valid TERO Card. The contractor shall notify TERO that a Tribal member has been hired for the available position within 2 days of hiring and shall submit to TERO a copy of the TERO Card.
- (b) Reasonable Efforts to Hire Qualified Indian. A contractor is presumed to have made reasonable efforts if all of the following conditions are satisfied:
 - (1) The contractor notifies TERO in writing of the available position.
 - (2) The contractor requests a list from TERO of qualified Indians for that classification.
 - (3) The contractor is unable to identify a qualified Indian available for the position and:
 - (A) the contractor submits documents to TERO showing reasonable efforts to identify and contact qualified Indians for that classification, which may include call logs, job fair notices, public notices in local newspapers and tribal offices, online job postings, and evidence that TERO failed to respond to the list request within 5 business days or 2 business days for a construction contract; or
 - (B) TERO certifies in writing that no qualified Indian is available to fill that position.
 - (4) If no qualified Indian is available for the position, the contractor notifies TERO in writing of the non-Indian replacement and deviation from the Indian Preference Plan.

- (c) Ensuring Reasonable Efforts. The TERO Officer maintains discretion to seek additional documentation of reasonable efforts by a contractor, and to order an employee removed if a contractor does not substantially comply with this section.
- (d) Emergency Waiver. The TERO Officer may waive or modify the requirements of subsection (b) for a position if there is clear indication that:
 - (1) the process would impose an unreasonable burden on a contractor for a project, or
 - (2) time is of the essence in completing the work and it is unreasonable to request full compliance.

SECTION 4505. Final Payment; Compliance

For contracts with the Yurok Tribe, the Yurok Indian Housing Authority, or other Tribal entities, no Tribal entity shall make a final payment under a contract if notified by the TERO Officer that the contractor is subject to an ongoing TERO investigation.

SECTION 4506. Training

The TERO Officer may require a contractor to participate, or to assign interested Indians to participate, in training programs to assist Indians to become qualified in various occupation classifications used by the contractor. If such training programs are not included in a bid package, the TERO Officer shall give due consideration to the increase in cost, if any, for performing the program and compensate the contractor for actual costs. Actual costs shall include, but not be limited to, the cost of additional supervision to conduct on-site training.

SECTION 4507. Layoffs or Reductions in Workforce

In all layoffs and reductions in workforce for a contractor, no Yurok Tribal member or Indian shall be terminated if a non-Indian worker in the same occupational classification is still employed. A non-Indian shall be terminated first, and eligible Indians shall be terminated by tier.

SECTION 4508. Promotions

Each contractor shall give Yurok Tribal members and Indians preferential consideration for all promotion opportunities and shall encourage Indians to seek such opportunities. For each promotion, supervisory position, or managerial position filled by a non-Indian, the contractor shall file a report with the TERO Officer stating what efforts were made to inform Indian workers about the position, what Indians, if any, applied for the position, and if an Indian was not chosen, the reasons therefore.

SECTION 4509. Employment Procedures

The contractor may use whatever employment process it chooses, provided that it makes reasonable efforts to hire qualified Indians and a non-Indian person will not be hired if there is a qualified Indian available. The employer may obtain qualified Indian referrals from TERO and other sources. In all cases, the contractor is required to notify TERO of all jobs planned for a project. Except for key employees, which nevertheless must be identified in an Indian Preference Plan, all positions existing or planned to exist on the Reservation are subject to Indian preference requirements.

A contractor may not use job qualifications, criteria, or requirements which have a tendency to bar Indians from employment unless the same are required by business necessity. It is the employer's burden to prove business necessity.

SECTION 4510. Prohibition Against Retaliation

If a contractor fires, lays off, penalizes, attempts to intimidate, or otherwise retaliates in any manner toward a person who utilizes the individual complaint procedure or exercises any right provided in this ordinance, the contractor shall be subject to sanctions provided for in this ordinance.

CHAPTER 6. TERO FEE IN CONTRACTING

SECTION 4601. TERO Fee

- (a) TERO Fee Amount. A fee, to raise revenue for the operation of TERO and to provide essential elder assistance, is imposed on the following activities:
 - (1) Construction Contracts. Contractors with a construction contract exceeding \$5,000 shall pay a fee of 5% of the total contract amount.
 - (2) Non-construction Contracts. Contractors for all non-construction contracts exceeding \$2,000 shall pay a fee of 1% of the total contract amount.
 - (3) Gross Revenue by Tribal Department, Corporation, or Entity. Each Department or Entity shall pay a 3% fee on gross revenue to fund elders services. This shall be calculated annually at the time tribal budgets are approved.
- (b) Changes To Contract Amount. The contractor must notify TERO of any changes to the original contract amount by providing an approved change order or amended contract. The TERO fee assessed shall be increased or reduced in proportion to any increase or reduction of the original contract amount.
- (c) Inapplicable To Certain Agreements. The TERO fee does not apply to financing, loan and similar type agreements.
- (d) For purposes of this section, construction contract activities include, but are not limited to, the following: building, modifying, refurbishing, or outfitting structures; road construction, maintenance, or upgrading; and supplies and materials for a construction or road project. Contracts for the following activities are considered non-construction contracts: timber harvest activities, legal services, and architect and engineering services.

SECTION 4602. TERO Fee Collection

- (a) Payment and Use. Contractors shall pay the TERO fee to the Yurok Tribe or appropriate Tribal entity and such amount shall be credited to the TERO account. TERO fees shall be used to carry out the purposes of this ordinance, such as job training and preparedness.
- (b) Contractor Consent to Automatic Deduction. For all contracts awarded by the Tribe or a Tribal entity, a contractor shall consent to the Tribe or the Tribal entity deducting the TERO fee amount from the total amount due the contractor under the contract and to pay that amount directly to the Yurok Tribe.

- (c) Automatic Deduction of TERO Fee. The Yurok Tribe Fiscal Department, or corresponding department of a Tribal entity, shall automatically deduct the TERO fee from an invoiced amount due a contractor.
- (d) Authority To Invoice for TERO Fee. The Yurok Tribe Fiscal Department shall have the authority to invoice contractors for the TERO fee, if the TERO fee is not automatically deducted.

SECTION 4603. TERO Fee Exemption

The Tribal Council in its sole discretion and by resolution may waive the TERO fee for any contract or activity. In addition, the TERO fee is waived for the following activities:

- (a) Participation on a Tribal committee;
- (b) Yurok Tribe timber harvest contracts;
- (c) Contracts utilizing exclusively TERO funds for training or job preparedness;
- (d) Contracts for cultural education services;
- (e) Contracts for child care;
- (f) Construction contracts for homes for Yurok Tribal members, where the Tribal member is required to repay the home loan;
- (g) Contracts for cultural monitoring; and
- (h) Contracts for Yurok language services.

SECTION 4604. TERO Fee Reconciliation

TERO shall forward copies of all TERO Permits and monthly report all TERO Permits then in effect to the Yurok Tribe Fiscal Department. Tribal entities shall monthly report all TERO fees collected by that Tribal entity for each outstanding TERO Permit to the Yurok Tribe Fiscal Department. The Yurok Tribe Fiscal Department shall maintain an accounting to ensure that the Tribe collects the entire TERO fee due by a covered employer under a TERO Permit.

CHAPTER 7. HEARINGS AND APPEALS

SECTION 4701. Filing Procedure for Alleged Violation

Any person who believes that a covered employer has failed to comply with this ordinance, or who believes that they have been discriminated against by a covered employer because they are Indian, may file a written allegation of that violation with TERO. The filer shall be responsible for providing TERO with sufficient evidence of the alleged violation to allow for an appropriate investigation by TERO.

SECTION 4702. Investigation by TERO Officer

Upon the TERO Officer’s own allegation or upon written allegation of a violation, including violation of an Indian Preference Plan, the TERO Officer shall ensure a prompt and thorough investigation of the alleged violation. The TERO Officer shall seek to achieve an informal settlement of the alleged violation. The TERO Officer shall monthly report all alleged violations and their settlement, if any, to the Executive Office.

SECTION 4703. Issuance of Citation

- (a) Notice of Non-Compliance. If the TERO Officer determines that a violation of the ordinance exists and an informal settlement cannot be achieved, the TERO Officer shall issue a notice of non-compliance to the covered employer. This notice shall specify the nature of the violation and direct that the violation be corrected within 3 days or sooner where warranted.
- (b) Citation. If the violation is not corrected within the time specified, the TERO Officer shall issue a written citation to the covered employer that includes the following:
 - (1) The name of the violator;
 - (2) The signature of the TERO Officer or an authorized representative;
 - (3) The name and section number of the ordinance provision violated;
 - (4) A brief summary of the facts constituting the violation; and
 - (5) A time and place the covered employer must appear to answer to the violation at a TERO Officer hearing.
- (c) Imposition of Immediate Sanctions. Once the time specified in the notice of non-compliance to correct a violation has expired and prior to a hearing, the TERO Officer may impose any sanction permitted under this ordinance.
- (d) Right To a Hearing. A covered employer that receives a citation shall be entitled to a hearing before the TERO Officer. A covered employer must request such hearing within 10 business days of the date of the TERO Officer's citation. The TERO Officer shall conduct a hearing no later than 10 business days after receipt of a citation, unless the covered employer and TERO Officer agree to a later date.

SECTION 4704. TERO Officer Hearing Procedures

Hearing procedures shall comply with the requirements of due process, but not necessarily formal rules of evidence. A covered employer shall be entitled to present evidence and call and question witnesses to demonstrate that it has complied with the requirements of this ordinance or that it has made best efforts to do so and therefore should not be subject to sanctions. On the basis of evidence presented at the hearing, and the information collected by TERO, the TERO Officer shall determine whether or not the covered employer complied with this ordinance.

Within 5 business days of concluding the hearing, the TERO Officer shall issue a written order. The written order shall:

- (a) Contain a brief summary of the investigation and hearing proceedings;
- (b) Include findings of fact;
- (c) Provide the TERO Officer's determination of whether the covered employer has complied with the ordinance;
- (d) Identify any defenses such as best efforts that may excuse the covered employer's non-compliance; and
- (e) Direct the covered employer to take corrective action as necessary to remedy any harm caused by the non-compliance.

If the TERO Officer determines that the covered employer is out of compliance and such non-compliance is not excused, the TERO Officer by written order shall impose one or more of the sanctions provided for in this ordinance. The TERO Officer shall forward a copy of any order to the Executive Office.

SECTION 4705. Emergency Relief

When the TERO Officer determines that a violation has occurred that is of a critical nature requiring immediate remedial action, the TERO Officer may issue a citation and impose emergency sanctions without meeting notice requirements. The covered employer maintains a right to a hearing before the TERO Officer in accordance with section 4704.

SECTION 4706. Administrative Appeals

Any person adversely affected by a decision of the TERO Officer shall have the right to appeal the decision to the Executive Office. Any such appeal must be made within 10 business days of the date of the TERO Officer's written order. The Executive Office may decide the appeal based on the evidence in the record, including the TERO Officer's written order, or conduct a hearing de novo in accordance with TERO Officer hearing procedures. Within 5 business days of concluding an appeal hearing, or within 15 business days from filing of an appeal, whichever is later, the Executive Office shall issue a written order.

SECTION 4707. Final Administrative Action

A TERO Officer's citation for which a covered employer does not request a hearing shall become a final action 10 business days after the date of the citation. A written order of the TERO Officer after a hearing that is not appealed to the Executive Office shall become a final action 10 business days after the written order is issued. A written order of the Executive Office shall become a final action upon issuance.

CHAPTER 8. ENFORCEMENT AND SANCTIONS

SECTION 4801. Sanctions

A covered employer who violates this ordinance shall be subject to sanctions including, but not limited to:

- (a) Denial of the right to commence or continue business or contracts on Yurok lands, with a Tribal entity, or involving Tribal funds;
- (b) Suspension of operations on Yurok lands, with a Tribal entity, or involving Tribal funds;
- (c) Debarment or prohibition from engaging in commerce or contracts on Yurok lands, with a Tribal entity, or involving Tribal funds;
- (d) Payment of back pay and damages to compensate an injured party;
- (e) Imposition of monetary civil penalties;
- (f) An order to stop work until the provisions of this ordinance are satisfied;
- (g) An order to remove any employee hired in violation of this ordinance;
- (h) An order requiring the employment, promotion, or training of Indians injured by the

violation;

- (i) An order mandating changes in procedure or policies necessary to eliminate or correct the violation; and
- (j) An order mandating any other provision deemed necessary by the Tribal Council or Tribal Court to alleviate, eliminate, or compensate for the violation.

SECTION 4802. TERO Applicant Responsibilities

In order for TERO to conduct its services efficiently and to meet its goal of obtaining jobs for eligible Indians, TERO applicants are required to follow the work guidelines and procedures set forth by their respective employers. Failure to follow an employer's work requirements may be cause for disciplinary actions by the employer, up to and including termination. Failed drug screenings, poor employee performance reviews, disciplinary action, or termination by a covered employer may result in the TERO applicant forfeiting future client services, training and education opportunities, and TERO assistance for employment. These actions will be noted in the TERO applicant's file.

SECTION 4803. Willful Violation of TERO Ordinance

Covered employers have an affirmative duty to inform the TERO Officer of all contracts that are not exempt from the TERO fee, and that are not exempt from TERO Indian preference requirements. A person commits the offense of Willful Violation of TERO Ordinance if the person:

- (a) Holds an executive position or is a governing board member with a covered employer, and
- (b) Knows, should know, or fails to appropriately investigate whether a contract is subject to this ordinance, and
- (c) Knowingly, willfully, or intentionally fails to inform the TERO Officer that the covered employer has entered into a contract subject to this ordinance or to collect TERO fees as directed by this ordinance.

Each contract for which the person fails to inform the TERO Officer shall constitute a separate offense. A person who violates this section shall be subject to a minimum fine of \$100 for each offense and shall be held jointly and severally liable for any TERO fees due to the Tribe that are not collected from the contractor.

SECTION 4804. Debarment

- (a) Council may debar a covered employer at its own initiative or upon the written recommendation of the TERO Officer or Executive Office. Debarment prohibits a covered employer from engaging in commerce, bidding on contracts, or having a bid considered for a contract on Yurok lands, with Tribal entities, or involving Tribal funds.
- (a) A covered employer may be debarred for the following reasons:
 - (1) If a covered employer is found to have intentionally misrepresented its or a subcontractor's status as an Indian firm to TERO, the covered employer may be debarred for up to 5 years after the finding of such misrepresentation.
 - (2) If a covered employer is found to have violated this ordinance twice within a

5 year period, the covered employer may be debarred for up to 5 years.

- (b) Notwithstanding any other provisions in this section, Council maintains discretion to debar a contractor indefinitely.

SECTION 4805. Monetary Civil Penalties

The maximum monetary civil penalty that may be imposed for a violation of this ordinance is the maximum permitted under the Indian Civil Rights Act of 1968, 25 U.S.C. § 1302, as amended. TERO may establish a fee schedule setting the standard monetary civil penalty amount for violations of this ordinance. Each day during which a violation exists shall constitute a separate occurrence.

SECTION 4806. Late Payment of Fees; Interest

A covered employer that fails to timely pay the TERO fee may be subject to a monetary civil penalty or other sanctions and an interest rate of 15% per annum, compounded daily on all amounts owed, may be applied.

SECTION 4807. Enforcement; Costs

The TERO Officer shall be entitled to pursue the enforcement of any order of the TERO Officer, the Executive Office, or Tribal Court when necessary to enforce sanctions or to ensure compliance with the terms and conditions of any such order.

Any cost associated with the enforcement of an order issued pursuant to this ordinance may be assessed by the TERO Officer against the covered employer that is out of compliance. This may include but is not limited to document reproduction costs, administrative fees, filing fees, and attorney fees and costs.

CHAPTER 9. TRIBAL COURT REVIEW AND ENFORCEMENT

SECTION 4901. Tribal Court Review of Decisions

Any party to an appeal to the Executive Office who is dissatisfied with the Executive Office's decision may appeal that decision to the Yurok Tribal Court. Such appeal must be filed in accordance with Tribal Court rules and procedures and within 10 business days of the earlier of the following:

- (a) Five days after the date the Executive Office mails its decision to the party, or
- (b) The date the party receives an electronic copy of the Executive Office's decision.

SECTION 4902. Standard of Judicial Review

The Yurok Tribal Court shall review an appeal of the Executive Office's determination of factual findings for clear and convincing evidence of an error. Clear and convincing evidence means that the Tribal Court has a definite and firm conviction that the Executive Office's decision contained an unquestionable mistake. The Tribal Court shall review legal findings de novo, without any deference to the Executive Office's determination.

SECTION 4903. Tribal Court Enforcement of Decisions

The Tribal Court shall have the authority to issue any order or take any action necessary to enforce any final action of the TERO Officer or Executive Office. To request such Tribal Court order, the TERO Officer shall file a petition with the Tribal Court that includes:

- (a) A copy of the decision to be enforced;
- (b) A brief summary of the proceedings leading to the decision;
- (c) A statement as to the finality of the decision and lapse of the appeal deadline;
- (d) Identification of the person or entity subject to the decision;
- (e) Identification of any specific assets for the collection of monetary civil penalties; and
- (f) Sufficient facts showing the person or entity is not complying with the decision.

SECTION 4904. Remedies

Ruling on matters arising under this ordinance, the Tribal Court shall have the authority to assess and collect civil penalties, to enjoin or mandate actions to enforce the provisions of this ordinance, and to provide any other relief the Tribal Court deems lawful and equitable. Nothing in this provision or ordinance shall be construed as a waiver of the Tribe's sovereign immunity or as authority for a claim for money damages against the Tribe.

C*E*R*T*I*F*I*C*A*T*I*O*N

THE FOREGOING ORDINANCE, ENTITLED THE AMENDED YUOK TERO ORDINANCE, WAS PASSED AT A REGULARLY SCHEDULED MEETING OF THE YUOK TRIBAL COUNCIL ON MARCH 20, 2025 AT WHICH A QUORUM WAS PRESENT, AND THIS ORDINANCE WAS ADOPTED BY A VOTE OF 7 FOR, 0 OPPOSED AND 0 ABSENTIONS IN ACCORANDANCE WITH ARTICLE IV, SECTION 5(j) OF THE CONSTITUTION OF THE YUOK TRIBE.

DATED THIS 20TH DAY OF 2025

Joseph James, Chairperson
Yurok Tribal Council

ATTEST:

Toby Vanlandingham, Secretary
Yurok Tribal Council

DOCUMENT 071 – YUROK TRIBE TERO INDIAN PREFERENCE PLAN

YUROK TRIBE

TRIBAL EMPLOYMENT RIGHTS OFFICE

190 Klamath Blvd., P.O. Box 1027 Klamath, California 95548 (707) 482-1350 (707) 482-1377 Fax



Jobs in the private employment sector are an important resource on the Yurok Reservation, thus the Yurok Tribe is committed to securing such jobs for its Tribal members and local Indians as they become available. Furthermore, the Tribe helps drive the local economy and asks employers to use local goods and services when developing a project, with first preference given to qualified Indian-owned businesses and entrepreneurs.

Contractor Obligations:

As a contractor/subcontractor conducting business within the Yurok Tribe’s Ancestral Territory, or with the Yurok Indian Housing Authority (YIHA), your specific obligations under the Tribal Employment Rights Ordinance (TERO), TERO Permit and Indian Preference Plan include the following:

1. Provide TERO with a precise listing of positions you will use on this project from the superintendent on down, and the number of each craft. Contractors/employees shall be required to hire and maintain as many local Tribal Members as apply for and are qualified for each craft or skill. The order of hiring shall be according to the Tribe’s Hiring Preference Policy as follows:
 - Tier 1: Qualified Yurok Tribal Members
 - Tier 2: Spouses of Yurok Tribal Members
 - Tier 3: Other Indians of Federally recognized Tribes
 - Other qualified persons
2. Identification of Core/Key Employees. A Core/Key employee is an employee of a covered employer in a managerial or project supervisory position, or who performs an essential job function as identified on a case by case basis by TERO and prior to issuance of a TERO Permit.
3. The contracting and subcontracting preference shall be manifested through giving bidding preference to Indian-owned businesses. Indian Preference Applications and Certification are obtained through the TERO Office.
4. Inform TERO of all signatory trade unions to be involved in the project. TERO obligations have priority over union obligations by a contractor signatory to any trade unions. However, TERO will consider Indian workers of the trade unions in order for contractors to meet their hiring goals.

5. Notify TERO of all job vacancies. All available Indian applicants shall be considered first before any non-Indians are considered for employment and training. If no qualified Indians are available, TERO will provide a consent form to waive this obligation.
6. Employees referred by the TERO office will have preference in retention of employment from the beginning to the end of the project. Inform TERO of any lay-offs.
7. Before any TERO referral is terminated from the project you must inform TERO immediately to allow for informal counseling.
8. Allow on-site inspections by TERO representatives.
9. Provide copies of certified payroll reports to the TERO office upon request.
10. No work on the scheduled project will begin until all applicable agreements are signed and a TERO Permit has been issued. Failure to sign the required agreements shall serve as just cause for the contractor/subcontractor to be subject to sanction(s) as prescribed in the TERO Ordinance.
11. Any employer, contractor, subcontractor, or union who violates the TERO Ordinance or the rules, regulations, or orders promulgated by the TERO Officer or Council will be subject to penalties for such violations, including the maximum monetary civil penalty permitted under the Indian Civil Rights Act of 1968, 25 U.S.C. § 1302. Every day during which a violation exists shall be deemed a separate occurrence. (See the Yurok Tribe TERO Ordinance, Chapter 8, for Enforcement & Sanctions.)

Certification of Service:

I, _____, respectfully submit as evidence by my signature that I understand my obligations of Indian Preference hiring as a contractor conducting business on the Yurok Reservation or with the Yurok Indian Housing Authority. I attest to the fact that the TERO representative whose signature is found below did in fact explain these specific obligations and allowed for an opportunity to represent questions, comment or discussion on these requirements related to this agreement.

Company/Contract Representative	Position	Date
---------------------------------	----------	------

Company Name

TERO Representative	Position	Date
---------------------	----------	------

Labor Force Projection - Section A: Project Information

PROJECT:			
EMPLOYER/SUPPLIER:			
MAILING ADDRESS:	CITY	STATE:	ZIP:
E-MAIL:	PHONE:	FAX:	CELL:
CONTACT PERSON:	PHONE:		
SCOPE OF WORK:			
START DATE:	COMPLETION DATE:		
AMOUNT OF CONTRACT:	TERO FEE: 3% of Total Project Cost		

TERO Fee:

With respect to each project/contract or subcontract of \$5,000.00 or more, operating within the exterior boundaries of the Yurok Indian Reservation or with the Yurok Indian Housing Authority, the contractor shall pay a onetime fee of 3% of the total project/contract costs (i.e. equipment, labor, materials and operations), and any increase of the contract/project or subcontract amount prior to commencing work. If the covered employer initially enters into a contract/project or subcontract of less than \$5,000.00, but subsequently increases costs, as a result in the total contract/project or subcontract amount of \$5,000.00 or more, the fee shall apply to the total amount including increases.

Checks are to be made payable to: YUROK TRIBE TERO.

Job Qualifications, Personnel Requirements & Cultural Traditions Requirement:

An employer may not use any job qualification criteria or personnel requirements which serve as barriers to the employment of Native Americans which are not required by business necessity. Any education &/or certification(s) required of TERO members for employment must also be provided for all employees of the covered employers within the same classification. The TERO Officer will review the job duties and may require the employer to eliminate the personnel requirements at issue. Employers shall also make reasonable accommodation to the tribal holidays and cultural traditions of Native workers.

Labor Force Projection - Section B: Work Force

Core/Key Employees:

Name	Position	Wage	Hire Date	Native: Y/N

Tribal Member Hiring:

The TERO representative shall establish and administer a Tribal hiring opportunity to assist employers in placing preferred employees in job positions. An employer may recruit and hire workers from whatever sources are available to them to achieve the same preference hiring goals, but is subject to inform the TERO representative. The employer may not employ a non-local Indian until the employer has given the TERO office 72 hours to locate and refer a qualified local Indian.

Positions needed for Project	# of Positions	Wage	Start Date/End Date

Contracting & Subcontracting:

The preference requirements contained in the TERO Ordinance shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting subcontract specifications. The covered employer shall have the initial and primary responsibility for ensuring that all contractors and subcontractors comply with these requirements. TERO Certified Indian Firms that are qualified and come within 5% of the low bid, will be provided negotiated preference.

All Subcontractors must submit an Indian Preference Plan to be negotiated with TERO.

Labor Force Projection - Section C: Compliance

I declare that all the answers and statements are true, correct and complete to the best of my knowledge. I understand that untruthful or misleading answers are cause for denial of my application and may follow under the Yurok Tribe TERO Ordinance, Chapter 8: **Enforcement and Sanctions** - A covered employer who violates this ordinance shall be subject to sanctions for such violations. Such sanctions shall be remedial in nature and shall be designed and intended to compel compliance, prevent future violation, or compensate injured parties and shall include, but not be limited to:

- Denial of right to commence or continue business or contracts inside the Yurok Indian Reservation, with a Tribal entity, or involving Tribal funds;
- Suspension of all operations inside the Reservation;
- Debarment or prohibition from engaging in commerce or contracts on Yurok lands;
- Payment of back pay and damages to compensate any injured party;
- An order to stop work until the provisions of the TERO ordinance are satisfied;
- An order to summarily remove employees hired in violation of the TERO Ordinance;
- An order requiring employment, promotion and training of Indians injured by the violation;
- An order mandating changes in procedures and policies necessary to eliminate or correct the violation;
- An order making any other provisions deemed by the Tribal Council and Tribal Court to alleviate, eliminate or compensate for any violation; and
- Imposition of monetary civil penalties for each violation. Each day during which a violation exists shall constitute a separate violation.

Signature **Print Name** **Title** **Date**

**Please submit application to: Yurok Tribe TERO P.O. Box 1027 Klamath, CA. 95548 or
jwoods@yuroktribe.nsn.us**

END OF DOCUMENT

YUOK TRIBE

TRIBAL EMPLOYMENT RIGHTS OFFICE

190 Klamath Blvd., P.O. Box 1027 Klamath, California 95548 (707) 482-1350 ext1388 (707) 482-1377 Fax



A Contractor/Business must pre-register with the Yurok Tribe TERO to be placed on a “bidders” list certified as Indian Preference. A Contractor’s/Business certification must be submitted by each contractor/business interested in bidding on a job within the jurisdiction of the Yurok Tribe. If a Contractor/Business intends to subcontract any portion of the work on which it is bidding, it may only utilize subcontractors that are also registered. Thus, each prospective contractor/business, and all subcontractors it will employ, must complete a separate certification.

This certification is not a public record and is not open to public inspection. All information provided will be kept confidential to the extent permitted by law. The Yurok Tribe reserves the right to reject any and all “certification forms” and to waive any irregularities in the information contained therein. Each certifying contractor/business shall be required to re-submit a new certification annually, although the Yurok Tribe reserves the right to require a contractor to submit a new certification at any time. An individual who has the legal authority to bind the contractor or subcontractor on whose behalf that person is signing must sign each certification under penalty of perjury. If any information provided by a contractor/business or subcontractor becomes inaccurate, the party that provided the information must immediately notify the TERO and provide updated accurate information in writing and under penalty of perjury.

INDIAN PREFERENCE CERTIFICATION

This certification is also intended for certification of a majority or wholly-owned Native American business interested in providing their services and/or products via contracting opportunities under the purview of the TERO program as provided for by the Indian Self-Determination and Education Assistance Act, (P.L. 93-638), specifically 7(b), and other applicable federal and tribal laws.

Certification of Native American-owned businesses is designed to: 1.) Verify that the applicant is Native American; 2.) That the applicant is majority owner, if not 100% of the business, and; 3.) That the applicant is the primary beneficiary of the business being certified. Documentation and information required is essential to fulfill the criteria. Any deliberate or intentional effort to misrepresent the ownership of the business applying for certification will result in exclusion of contract opportunities by the Yurok Tribe.

GENERAL INFORMATION:

1. **Firm Name and Address:** _____

Telephone Number(s): _____

Fax Number: _____

E-mail or Web Site: _____

Contractors/Business License # _____

**Please Provide Proof of Licensing:
California State Licensing Board (CSLB) Include all licenses
E.g. Electrical, Plumbing, Roofing, etc.**

Has License been revoked at any time in the last five years? Yes No
If yes, please use a separate sheet to explain.

Has Contractor filed bankruptcy within the last 10 years? Yes No

Federal Identification No: _____

**Please Provide Proof of Certification:
From any state Minority Business Enterprise (MBE), Women Business Enterprises (WBE),
Disadvantaged Business Enterprises (DVBE), or Emerging Small Business (ESB) program.**

State(s) Certified: _____

Small Business Administration 8(a) Certification No.: _____ Expires: _____

Yurok Tribe Incorporation I.D. No.: _____

2. **Type of Business:** _____

3. **Organizational Structure:**

- _____ SOLE PROPRIETOR
- _____ PARTNERSHIP
- _____ CORPORATION
- _____ JOINT VENTURE
- _____ OTHER

4. Name of Owner/Owners: _____

5. Tribal Affiliation of Owner Claiming Indian Preference: _____
Please Provide Proof of Tribal Enrollment

(Must be supported by documentation from the Bureau of Indian Affairs and/or Tribal Chief or Chairman). Please attach a copy of Indian Preference Verification for each officer, partner, or individual designated as an Indian if filing as a Partnership or Corporation.

If your company is either a Partnership or Corporation, explain in narrative form, the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase agreements. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture.

6. Ownership Interest: _____ PARTIAL (List percentages of Ownership)
_____ 100% OWNERSHIP

7. Provide a listing of individuals and organizational structure of your firm's management staff. Also, provide resumes for Key Personnel. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current bonafide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available. ***Attach a separate list to this questionnaire.

8. Specify, what type of construction/contracting your firm engages in:

9. Geographical Area of Interest: _____

10. Magnitude of Project on which you desire to bid (If Applicable):

Under \$25,000	_____
Up to \$200,000	_____
Up to \$500,000	_____
Up to \$1,000,000	_____
Over \$1,000,000	_____

11. Experience:

Please list at least five (5) of your most recent projects. Give name of an Individual for your Reference:

<u>PROJECT</u>	<u>AMOUNT</u>	<u>REFERENCE</u>	<u>PRIME/SUB</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

12. SUBCONTRACTORS:

List six subcontractors with whom your company currently does the most business.

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>PHONE #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

13. SUPPLIERS:

List four or more major suppliers from whom you purchase construction materials. Include names and phone numbers.

<u>SUPPLIER NAME</u>	<u>PHONE NUMBER</u>
_____	_____
_____	_____
_____	_____
_____	_____

CERTIFICATION

I CERTIFY THAT ALL STATEMENTS MADE BY ME ON THIS CONTRACTOR'S CERTIFICATION ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY GRANT PERMISSION TO THE YUOK TRIBE AND TERO TO CONFIRM BY PERSONAL INQUIRY OR OTHERWISE, THE INFORMATION I HAVE PROVIDED. I UNDERSTAND THAT ANY WILLFUL MISREPRESENTATION OF FACTS GIVEN TO THIS PROCESS IS GROUNDS FOR REJECTION OF THIS QUALIFICATION FOR INDIAN PREFERENCE CONTRACTOR'S CERTIFICATION OR DISMISSAL IF EMPLOYED. I RELEASE ALL PERSONS CONNECTED WITH ANY REQUESTS FOR INFORMATION FROM ALL CLAIMS, LIABILITY, AND DAMAGES FOR WHATEVER REASON ARISING OUT OF FURNISHING THE INFORMATION.

I hereby acknowledge that I have read and understand the above statement.

OWNER/CONTRACTOR'S SIGNATURE

DATE

PARTNER'S SIGNATURE (IF APPLICABLE)

DATE

IF APPLICANT IS A CORPORATION

AFFIX CORPORATE SEAL:

CORPORATE SEAL

BY: _____

PRESIDENT'S SIGNATURE

DATE

ATTESTED BY: _____

CORPORATE SECRETARY

DATE

APPROVED FOR INDIAN PREFERENCE BY:

Manuel Sanchez - TERO Director
TRIBAL EMPLOYMENT RIGHTS OFFICE

DATE

Office Use Only:

Indian Preference

Expiration Date: _____



DOCUMENT 009113 - ADDENDA

PART 1 - GENERAL

1.1 ADDENDUM

A. Addendum No. _____.

1.2 PROJECT INFORMATION

A. Project Name: _____.

B. Owner: The Yurok Tribe.

C. Architect: Pyatok.

D. Date of Addendum: _____.

1.3 NOTICE TO BIDDERS

A. This Addendum is issued pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

C. The date for receipt of bids is _____, at same time and location.

1. Bid Date: _____.

1.4 ATTACHMENTS

A. This Addendum includes no attachments.

B. This Addendum includes the following attached Documents and Specification Sections:

1. Document _____, dated _____ reissued new
2. Document _____, dated _____ reissued new
3. Document _____, dated _____ reissued new



- 4. Document _____, dated _____ reissued new
- 5. Document _____, dated _____ reissued new
- 6. Specification Section _____, dated _____, reissued new
- 7. Specification Section _____, dated _____, reissued new
- 8. Specification Section _____, dated _____, reissued new
- 9. Specification Section _____, dated _____, reissued new
- 10. Specification Section _____, dated _____, reissued new

C. This Addendum includes the following attached sheets:

- 1. _____ reissued new
- 2. _____ reissued new
- 3. _____ reissued new
- 4. _____ reissued new
- 5. _____ reissued new
- 6. _____ reissued new
- 7. _____ reissued new
- 8. _____ reissued new
- 9. _____ reissued new
- 10. _____ reissued new

1.5 REVISIONS TO PREVIOUS ADDENDA

A. Addendum No. _____, Document: _____

- a. _____

B. Addendum No. _____, Document: _____

- a. _____

C. Addendum No. _____, Document: _____

- a. _____



1.6 REVISIONS TO DIVISION 00 PROCUREMENT REQUIREMENTS AND CONTRACTING REQUIREMENTS

a.

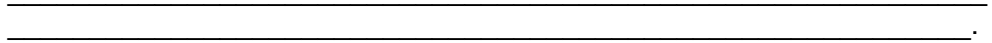
b.

c.

d.

e.

f.



PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 009113