



BIDDING DOCUMENTS

Presented By:
Northern Circle Indian Housing
Authority
April 30, 2026

Inter-Tribal Elder Village
New Construction
NCIHA 01-2026

BRIEF DESCRIPTION

Inter-Tribal Elder Village
15-Unit New Housing Construction

PRE-BID CONFERENCE

A Pre-Bid Conference will be held at 10am
Wednesday, May 13, 2026
420 Cooper Lane
Ukiah, CA. 95482

REQUESTS FOR INFORMATION

Pre-Bid RFI's from Contractors
Monday, May 18, 2026
RFI Answers from Owner
Friday, May 22, 2026

BID SUBMISSION

Bids are due to NCIHA no later than 1pm on
Friday, May 29, 2026

PUBLIC BID OPENING

NCIHA Ukiah Office
694 Pinoleville Drive
Ukiah, CA. 95482

SECTION I
REQUEST FOR BIDS

The Northern Circle Indian Housing Authority will receive bids from qualified firms and enterprises to complete work that generally consists of the New Housing Construction of the Inter-Tribal Elder Village in Ukiah, CA. 95482. **Bids are due** to Northern Circle Indian Housing Authority no later than 1pm on Friday, May 29, 2026. Bids may be submitted electronically (email) or through certified mail (to 694 Pinoleville Drive, Ukiah, CA. 95482) prior to the submission deadline. A **Public Bid Opening** will be held at time of the submission deadline at the NCIHA Ukiah Office at 694 Pinoleville Drive in Ukiah, CA. 95482. Sealed Bids will be opened at 1pm sharp. All bids shall be submitted in a sealed envelope addressed to the attention of the "CONSTRUCTION DEPARTMENT" and shall be labeled "SEALED BID". Each bid will be dated and time-stamped upon receipt.

Bids shall be made on the forms provided in the packet.

Bona fide bidders may obtain copies of the bid packet at the Northern Circle Indian Housing Authority. Copies of the bid packets (hard copy of digital) will be distributed upon request and can be viewed on our website www.nciha.org.

A **pre-bid conference** will be held on Wednesday, May 13, 2026, at 10:00am at the project site. Interested Contractors are asked to meet at 420 Cooper Lane, Ukiah, CA. 95482. Bidders are highly encouraged to inspect the sites and verify lineal measurements. In no event will a failure to inspect constitute grounds for withdrawal of a bid after opening or constitute grounds for a claim after contract award. Interested Contractors are encouraged to RSVP to NCIHA's Construction Manager, William McGill, at wmcgill@nciha.org.

Competition in this bid solicitation will be open to all qualified bidders. However, if a responsive bid is received from at least one qualified, responsible and responsive Indian Organization or Indian-Owned economic enterprise bidder and is within two (2) percent of the bid of the lowest responsible and responsive bidder, the contract will be awarded to the Indian organization or Indian-owned economic enterprises. The term "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established and organized for the purpose of profit in which the Indian ownership constitutes not less than 51 percent of all ownership. ***Bidders claiming Indian preference will be required to submit, at time of bidding, a completed questionnaire that is included in bid documents titled "Instructions to Bidders".***

In order to bid and perform public work, the bidder, and any subcontractors, shall hold or obtain such licenses as required by State Statutes, and federal and local laws and regulations. Contractors doing the work shall have a combination of Class A and Class B licensing in order to complete all proposed scope of work.

Contract award or proposal rejection will occur within fifteen (15) days after bid opening. The intent is to award the project to the bidder that will result in a total cost to the Owner, which is

within its budget. Bids meeting all of the bid requirements included herein shall be considered for award, subject to Owner's discretion to waive any informality or irregularity. In the event that the lowest bidder is not awarded a contract, a dissenting contractor has 48 hours in which to file a written complaint. The Contractor shall have fifteen (15) days from the issuance of the Notice of Award to obtain the required bond (if applicable) and insurance, as specified hereinafter and be prepared to execute the Agreement.

Bids will be opened publicly at 1pm on Friday May 29, 2026. Bids may not be withdrawn for a period of sixty (60) days following the opening of bids without the consent of the Owner.

The Work will be considered in all respects with **450 calendar days** from the issuance of the Notice to Proceed to the awarded Contractor.

Awarded Contracts shall be awarded to Contractors that are in good standing with the Department of Consumer Affairs Contractors State License Board and shall not be suspended, debarred, or otherwise excluded from receiving or participating in Federal awards.

William McGill
Construction Manager
Northern Circle Indian Housing Authority
694 Pinoleville Drive
Ukiah, CA. 95482
wmcgill@nciha.org

Section II

SPECIFICATIONS AND PLANS

The specifications for the project are included in the Inter-Tribal Elder Village Plan Set

[LINK: INTER-TRIBAL ELDER VILLAGE PLAN SET](#)

BIDDING REQUIREMENTS AND CONDITIONS

The bidder's attention is directed at the special provisions for the requirements and conditions which the bidder must observe in the preparation of the bid form and the submission of the bid.

Questions for interpretations shall be submitted in writing and emailed to **BOTH** the following parties:

Will McGill Construction Department Manager Northern Circle Indian Housing Authority wmcgill@nciha.org 707.468.1336 office 707.391.7629 cell	Richard Hoard Project Engineer Trinity Valley Consulting Engineers richard@TVCE.biz 530-629-3000
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Exhibits:

- (A) Bid Form
- (B) Bid Security, Irrevocable Letter of Credit
- (C) Bid Bond
- (D) Form of Non-Collusive Affidavit
- (E) Contractor Questionnaire
- (F) Performance and Payment Bond
- (G) Irrevocable Letter of Credit
- (H) Completion Assurance Agreement for Irrevocable Letter of Credit
- (I) Cash Deposit Letter
- (J) Completion Assurance Agreement for Cash Deposit Letter
- (K) Construction Contract Addendum

ATTACHMENTS L-O WILL BE DISTRIBUTED TO AWARDED CONTRACTOR

- (L) Construction Contract
- (M) Notice to Proceed
- (N) Request for Acceptance of Subcontractor
- (O) Indian Enterprise Qualification Statement

INSTRUCTIONS TO BIDDERS

I. BID FORM

A. All bids must be submitted on forms furnished by the Owner and shall be subject to all requirements of the specifications and drawings. One original bid form shall be signed and submitted. The following documents constitute a complete bid and are required to be submitted to form a responsive bid:

- (1) Bid Form (Exhibit A)
- (2) Bid Guarantee (Section 3)
- (3) Material and Labor Cost Breakdown (Upon award of Contract)
- (4) Form of Non-Collusive Affidavit (Exhibit D)
- (5) Contractor's Questionnaire (Exhibit E)
- (6) The bid package must include a statement identifying any union affiliations. If union affiliations do not exist, Please state.

B. The bid documents shall be sealed in an envelope which should be clearly labeled with the words, "**Bid Documents are only to be opened by the CONSTRUCTION MANAGER**" and show the project identification, name of bidder, and date and time of opening.

2. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the specifications and drawings. Every request for an interpretation shall be made in writing and any inquiry received ten (10) or more days prior to the date fixed for opening bids will be given consideration. **In this case the last day to submit questions for bid interpretation shall be Tuesday, May 18th, 2026.** Responses to these shall be made available to all plan holders by Friday May 22nd, 2026.

Questions for interpretations shall be submitted in writing and emailed to **BOTH** the following parties:

Will McGill Construction Department Manager Northern Circle Indian Housing Authority wmcgill@nciha.org 707.468.1336 office 707.391.7629 cell	Richard Hoard Project Engineer Trinity Valley Consulting Engineers richard@TVCE.biz 530-629-3000
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Interpretations will be in the form of addenda which will be on file in the offices of the Northern Circle Indian Housing Authority (NCIHA) at least seven (7) days before bids are opened. In addition, addenda will be mailed to each bidder and they shall become a part of the contract and all bidders shall be bound by such addenda whether or not received by the bidders. Any reference to the masculine gender in the contract documents includes the feminine and vice versa. Any reference to days shall be interpreted to mean calendar days.

3. BID GUARANTEE

The bid guarantee shall not be **less than two (2) percent** of the amount of the bid, and at the option of the bidder, may be a certified check, or bank draft, irrevocable

letter of credit, U. S. Government bonds at par value, or a bid bond secured by a surety appearing on the Treasury Department's most current Circular 570 as amended. Any certified check, bank draft, or letter of credit must be made payable to the order of the NCIHA. The bid guarantee shall ensure the execution of the contract and the furnishing of performance and payment bond or bonds by the successful bidder in the appropriate amount. The bid guarantee of unsuccessful bidders shall be returned as soon as practicable after the opening of bids. (See Exhibits B and C).

Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

4. NON-COLLUSIVE AFFIDAVIT

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided by the NCIHA, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid. (See Exhibit D).

5. BIDDER'S CONSTRUCTION EXPERIENCE

Before a bid is considered for award, the bidder may be requested by the NCIHA to submit additional information regarding his previous experience in performing comparable work, his business and technical organization, and financial resources. If a bidder is claiming Indian Preference, the bidder must submit a Questionnaire/Statement (Exhibit N) to the NCIHA in the bid package. This Questionnaire/Statement must include or have attached all exhibits. "Exhibit N" attached includes:

- A. Whether he is seeking Indian Preference as a bidder;
- B. Evidence showing fully the extent of Indian ownership/control and interest in the enterprise;
- C. Evidence of structure and financing of the enterprise, major subcontracts and purchase agreements and management and profit-sharing arrangements, including evidence showing the effect of all these on the extent of Indian ownership and interest;
- D. A demonstration that the bidder has the experience and capability for timely completion of the contract work;
- E. A current financial statement indicating financial status of the enterprise; and
- F. Current resumes of principals of the firm or company who will be active in the supervision of the work. (see Exhibit E).

6. TIME FOR RECEIVING BIDS

A. Bids received prior to the opening time will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award, that the non-arrival on time was due solely to delay in the mail for which the bidder was not responsible, such bid will be received and considered. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be

considered, but modification by FAX of bids already submitted will be considered if received prior to the hour set for opening and written confirmation of such modification, over the signature of the bidder, is placed in the mail and postmarked prior to the time set for bid opening.

B. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

7. OPENING OF BIDS

At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders (and/or their representatives) and other persons properly interested may be present.

8. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the bidder, in time for delivery in the normal course of business, prior to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal, over the signature of the bidder, is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

9. AWARD OF CONTRACT: REJECTION OF BIDS

A. Subject to Indian preference as provided in Section 5 above, the contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids and Instructions to Bidders, provided the bid is reasonable and it is in the interest of the NCIHA to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The NCIHA, however, reserves the right to reject any and all bids and to waive any informality or irregularity in bids received whenever such rejection or waiver is in the interest of the NCIHA.

B. The NCIHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are on lists of contractors ineligible to receive awards from the United States, as furnished from time to time by the U. S. Department of Housing and Urban Development (HUD). The current list of ineligible contractors is available for inspection by prospective bidders at the offices of HUD, Region IX, Office of Indian Programs.

C. The NCIHA also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material, men or employees.

D. The ability of a bidder to obtain a performance and payment security shall not be regarded as the sole test of such bidder's competency or responsibility.

10. EXECUTION OF CONTRACT, PERFORMANCE, AND PAYMENT SECURITY

After the award of the contract and within ten days after the prescribed forms are

presented for signature, the successful bidder shall execute and deliver to the NCIHA a contract in the form furnished in such number of counterparts as the NCIHA may require. **Having satisfied all conditions of the award, as set forth elsewhere in these documents, the successful bidder shall, with the approval of the NCIHA, present with the contract one of the following:**

A. Performance and Payment Bond

(1) The bond must be in a penal sum of at least the full amount of the contract as awarded, and secure the faithful performance of the contract and the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bond shall bear the same date as, or a date subsequent to, the date of the contract.

(2) On each bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond. The bond shall be in the form of Exhibit F.

(3) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the project is located.

B. Letter of Credit

The contractor shall furnish (1) a Letter of Credit for one hundred percent (100%) of the total contract price, and (2) a Completion Assurance Agreement. The Letter of Credit shall read as Exhibit G. The Completion Assurance Agreement shall read as Exhibit H. The Letter of Credit shall be irrevocable and unconditional and shall be payable to the NCIHA according to its provisions and the provisions of the Completion Assurance Agreement. The Letter of Credit shall be interpreted and used in conjunction with the Completion Assurance Agreement. The Letter of Credit shall be on bank letterhead and signed by an officer of the bank legally authorized to execute it. The Completion Assurance Agreement shall be signed by the contractor and the NCIHA.

C. Cash Deposit

The contractor shall establish in a bank acceptable to the NCIHA an account in the name of the NCIHA of not less than 20 percent (20%) of the contract amount.

This account shall be in the form of Certificates of Deposit or other interest-bearing accounts. The contractor shall provide evidence of this account in the form of a letter from said bank to the NCIHA agreeing to the terms of this procedure, along with such Certificates of Deposit or deposit acknowledgments as are applicable. This letter shall be on bank letterhead and signed by an officer of the bank legally authorized to execute it. The letter shall read as Exhibit I. The account will be administered in accordance with the terms of the letter evidencing it and a Completion Assurance Agreement (see Exhibit H).

There shall be retained, from each partial payment under the construction contract, five (5) percent of the estimated amount of such payment. The failure of the successful bidder to execute the contract and to supply the required performance and payment security within ten days after the prescribed forms are presented for signature, or within such extended period as the NCIHA may grant, shall be grounds for the NCIHA to either award the contract to the next lowest

responsible bidder or re-advertise for bids. In such event, the NCIHA may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

11. INDIAN PREFERENCE

Attention is called to the Indian Preference provisions of the contract, set forth in the Indian Preference section of the Invitation for Bids.

1. The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)) (the "Indian Act"). Section 7(b) requires that, to the greatest extent feasible:
 - a. Preferences and opportunities for training and employment shall be given to Indians; and
 - b. Preferences in the award of contracts and subcontracts shall be given to Indian Organizations and Indian-Owned economic enterprises.
2. The parties to this contract shall comply with the provisions of section 7(b) of the Indian Act.
3. In connection with this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontract to Indian Organizations and Indian-Owned economic enterprises, and preferences and opportunities for training and employment to Indians.
4. The contractor shall include this section 7(b) clause in every subcontract they execute in connection with the project; and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the recipient of HUD that the subcontractor has violated the section 7(b) clause of the Indian Act.

12. EQUAL EMPLOYMENT OPPORTUNITY

A. Attention is called to the Equal Employment Opportunity provisions of the Contract (Section 39 of the General Conditions) and the requirements for affirmative action by the Contractor thereunder.

B. A Certification of Non segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. Such a certification is printed on the bid form (Exhibit A) and is deemed executed by submission of the bid.

C. The contractor must also provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$ 10,000 and are not exempt from the provisions of the Equal Opportunity clause:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON SEGREGATED FACILITIES

- (1) A Certification of Non segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (2) Contractors receiving subcontract awards exceeding \$ 10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and

construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

D. Certifications submitted by subcontractors shall be retained in the files of the prime contractor or subcontractor receiving the certification. Where a prime contractor or subcontractor does business with a concern on a continuing basis, a single certification may be submitted periodically, rather than with each transaction.

13. PRECONSTRUCTION CONFERENCE

Within ten calendar days of contract execution and prior to the commencement of work, the contractor or his representative and all known subcontractors shall attend a Pre-construction Conference with the Owner and/or his representative. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed and will inform the contractor and subcontractor in detail of their obligations under Indian preference, equal employment opportunity, and labor standards provisions, if applicable.

14. CONSTRUCTION CONTRACT ADDENDUM

The NCIHA and BDO Governments Services, LLC ("BDO GS"), acting as program administrator for the California Department of Social Services ("CDSS") have entered into certain Program Funding Agreement dated 09/09/24 ("Agreement"), pursuant to which Owner was allocated funds pursuant to the Community Care Expansion Program ("Program Funds") for the purposes of developing the Project. In compliance with the Program Funds, the awarded Contractor will be required to enter into the Construction Contract Addendum with NCIHA to be bound by provisions in the construction of said Project, in order to provide for certain terms required by BDO GS as a condition of providing Program Funds for the project. It is a condition to BDO GS providing the Program Funds that the Contractor agrees to be bound by the terms hereof.

15. PREVAILING WAGES

All workers performing construction work for the project employed by Contractor and by any of its subcontractors must be compensated in an amount no less than the general prevailing rate of per diem wages as determined by the California Department of Industrial Relations under California Labor Code Sections 1770, et seq., and implementing rules and regulations. Contractor must comply with, and must ensure that its subcontractors comply with, all reporting and recordkeeping requirements of the applicable prevailing wage statutes and regulations.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in California Labor Code Sections 1770, et seq., unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to California Labor Code Section 1725.5 at the time the contract is awarded.

Non-compliance is monitored and enforced by the California Labor Commissioner's Office. Violations can lead to significant consequences. For more information on enforcement, please visit <https://www.dir.ca.gov/Public-Works/Enforcement.html>

For more information on the prevailing wage requirements, please contact the California Department of Industrial Relations:

General Telephone: (415) 703-4780

Prevailing Wage Telephone: (415) 703-4774 Email: Statistics@dir.ca.gov Website:

<https://www.dir.ca.gov/Public-Works/PublicWorks.html>

16. PERMITS & UTILITIES

Permits: NCIHA shall secure and pay for the building permit and other permits and governmental fees necessary for proper execution and completion of the Work which are customarily secured after execution of the Construction Contract and which are legally required when bids are received or negotiations concluded.

Utility Connections: NCIHA shall provide temporary utilities during construction of the project and shall be responsible for all utility connections for the completed project, including, without limitation, checkout of utilities, operational systems and equipment for readiness and their initial start-up and testing; provided, however, that Contractor shall reasonably assist NCIHA to verify utility locations if (a) their removal and/or relocation is required, or (b) there is any conflict between existing utilities and the construction work. Contractor shall also coordinate with NCIHA and with those utility companies so that the construction work is progressed to maintain the project schedule, while taking into account the operational needs of the project.

EXHIBIT A
Page 1 of 2
FORM OF BID

BID FOR: New Housing Construction

PROJECT NO: **NCIHA 01-2026**

PROJECT NAME: Inter-Tribal Elder Village

TO THE: Northern Circle Indian Housing Authority
(OWNER)

The Northern Circle Indian Housing Authority:

1. The undersigned, having attended the pre-bid conferences and/or has familiarized with all existing and new conditions at the site of the work, and with the Contract documents, which include the Invitation for Bids, Instructions to Bidders, this Bid, the Bid Bond or Letter of Credit, the Non-Collusive Affidavit, the requirements for Performance and Payment Security, the form of Construction Contract, General Conditions, any applicable Special Conditions, Specifications and Drawings (and exhibits and addenda, if any thereto, and on file in the office of the Owner), hereby proposes to furnish all supervision, technical personnel, labor, material, machinery, tools, equipment, fixtures, and services including transportation services, and to perform and complete all work required within the time specified in the Contract Documents for **the Construction of 15 Single Family Homes (and all related infrastructure and site improvement), excluding Bid Alternates, at the 420 Cooper Lane property, for the total sum shown below.**

BASE BID: \$ _____ .00

_____ Written amount in Dollars

ALTERNATE SCOPE DESCRIPTION:

ALTERNATE: \$ _____

2. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required performance and payment security within ten (10) days (or within a time period as the Owner may grant) after the contract is presented to him for a signature.

Inter-Tribal Elder Village
New Construction
NCIHA 01-2026

EXHIBIT A
Page 2 of 2

3. Security in the sum of _____ dollars

(\$ _____) in the form of _____ is submitted herewith in accordance with the Invitation to Bidders.

4. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect to this proposal.

5. The bidder represents that he ()has, ()has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246; that he ()has, ()has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with subcontracts which are exempt from the clause.)

6. Certification of Non-Segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certification in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C.1001.

Date: _____

(Name of Bidder)

Official
Address: _____

By: _____ Title: _____

Phone: _____ Fax: _____

In order for bid to be accepted as complete: The forms expressly referenced as Exhibits (A) thru (J) in Section III Instruction To Bidders, shall be completed, signed, and included in the bid package.

EXHIBIT B

(Bank Letterhead)

**BID SECURITY
IRREVOCABLE LETTER OF CREDIT**

Dear _____:

We hereby authorize you to draw on us to the aggregate amount of \$ _____ (five percent of the amount of the bid) in the event _____ withdraws its bid within the bid holding period, or upon being awarded a contract, fails to provide adequate performance and payment security as required by the Contract documents.

Such drafts must be accompanied by the following document:

A written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely to indemnify the Owner against loss or damage suffered by it resulting from any act or omission described in the above paragraph.

We warrant to you that all drafts drawn in compliance with the terms of this Letter of Credit will be unconditionally and duly honored upon delivery of the documentation specified and presented to this office.

This Letter of Credit is irrevocable and shall be in full force and effect until notification in writing is received from you that a contract for Project No. **NCIHA 01-2026** has been awarded and executed, whereupon this Letter of Credit shall automatically be canceled.

This Letter of Credit shall not be modified or amended except upon the written agreement of this Bank and the Owner.

Sincerely yours,

President

**EXHIBIT C
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, PRINCIPAL, and as SURETY, are held and firmly
bound unto herein called the "Owner" in the penal sum of \$_____, lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted this
accompanying bid, dated _____, for _____,

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the
opening of the same, or, if no period specified, within sixty (60) days after the said opening, and shall within
the period specified therefore, or, if no period specified, within ten (10) days after the prescribed forms are
presented to him for signature, enter into a written contract with the Owner in accordance with the bid as
accepted, and have the required performance and payment security for the faithful performance and proper
fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the
failure to enter into such contract and give security within the time specified, if the Principal shall pay the
Owner the difference between the amount specified in said bid and the amount for which the Owner may
procure the required work or supplies or both, if the latter amount be in excess of the former, then the above
obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument this _____ day
of _____, the name and corporate seal of each corporate party being hereto
affixed and these presents duly signed by its undersigned representative, pursuant to authority of its
governing body.

Principal

Name and Title
(Signatures must be notarized.)

Name and Title

(Power-of-Attorney for person signing for surety company must be attached to bond.)

**EXHIBIT D
FORM OF NON-COLLUSIVE AFFIDAVIT**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he is, _____ 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 of an affiliate 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 No.: **NCIHA 01-2026 – Inter-Tribal Elders Village**

Location: **420 Cooper Lane, Ukiah, CA. 95482**

Signature

Name and Title

Date
(Signature should be notarized.)

**EXHIBIT E
CONTRACTOR QUESTIONNAIRE**

NAME _____

EMPLOYER IDENTIFICATION NUMBER _____

D.B.A. _____

STREET ADDRESS _____

CITY _____ TELEPHONE _____

STATE LICENSE NO. _____ TYPE _____

BANK REFERENCES _____

INSURANCE CARRIERS _____

LIST THREE MOST APPLICABLE PROJECTS OF LIKE NATURE DURING THE LAST 3 YEARS. LIST CONSTRUCTION JOBS BY NAME, ADDRESS, CONTACT PERSON AND PHONE NUMBER. PROVIDE THIS INFORMATION ON AN ATTACHED PIECE OF PAPER

HOW LONG IN BUSINESS? _____ HOW MANY EMPLOYEES? _____

ARE YOU AN EQUAL OPPORTUNITY EMPLOYER? _____

ARE YOU ELIGIBLE TO PERFORM FEDERAL GOVERNMENT WORK? _____

NAME	AND	ADDRESS	OF	INSURANCE
CARRIER				

Conflict of Interest: Are you or any member of your family related to (1) any employee of the Owner or member of the governing board of the Owner?

No _____ . Yes _____ (2) If yes, please explain the relationship:

Signature of License Holder Signature of Company Representative

(if different)

Date _____ Date _____

EXHIBIT F
Page 1 of 3
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE , _____
_____, as

PRINCIPAL, and _____, as SURETY, are held
firmly bound unto _____

_____ hereinafter called the

Owner, in the penal sum of _____
(\$ _____), for the payment of which sum we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally.

WHEREAS, Principal has entered into a certain Contract with the Owner, dated _____, a copy
of which is hereto attached and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims arising out of the prosecution of the work under the Contract and shall fully indemnify the Owner for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuel taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the Owner shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

EXHIBIT F
Page 2 of 3

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____.

_____	_____
Principal	Surety
_____	_____
name and title	name and title

(signatures must be notarized.)

(Power-of-Attorney for person signing for surety company must be attached to bond.)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charge is \$ _____.

(The above is to be filled in by Surety Company.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ Secretary of the corporation

named as Principal in the foregoing bond; that _____

_____, who signed the bond on behalf of the Principal, was

then _____ of said corporation; that I know his signature thereto is genuine; and that said bond was fully signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

EXHIBIT F
Page 3 of 3

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND

1. Individual sureties, partnerships or corporations not in the surety business are not acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Contract.
4. If the principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary of Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary of Assistant Secretary, under the corporate seal, to be true copies.
6. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
7. The date of the bond must not be prior to the date of the contract.
8. The following information must be placed on the bond by the surety company:
 - A. The rate of premium in dollars per thousand; and
 - B. The total dollar amount of premium charged.
9. Type or print the name underneath each signature appearing on the bond.
10. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

EXHIBIT G
(Bank letterhead)

IRREVOCABLE LETTER OF CREDIT
(Address to Owner)

Dear _____:

We hereby authorize you to draw on us to the aggregate amount of \$ _____ in the event _____ defaults, or fails to complete construction and/or payments under that certain Construction Contract with you dated _____.

Such drafts must be accompanied by:

1. Completion Assurance Agreement dated _____ for the project known as Project Number: **NCIHA 01-2026 – Inter-Tribal Elders Village**
2. Written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely for the purposes and interests described in the Completion Assurance Agreement.

We warrant you that all drafts drawn in compliance with the terms of this Letter of Credit will be duly honored upon delivery of documentation specified and presented to this office until _____ or until fifteen (15) months after the date of substantial completion of the Construction Contract dated between _____, the contractor, and _____, the Owner, as the said date of substantial completion is defined in said Construction Contract, whichever first occurs.

This Letter is irrevocable and shall be in full force and effect unless notification in writing is received by you canceling same.

This credit shall not be modified or amended except upon the written agreement of this Bank and the Owner.

Sincerely,

President

(cc: Contractor)

Inter-Tribal Elder Village
New Construction
NCIHA 01-2026

EXHIBIT H
Page 1 of 2

COMPLETION ASSURANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____ by and between
the _____ (Owner)
and _____ (Contractor).

WITNESSETH

WHEREAS, the Contractor and the Owner have entered into a Construction Contract dated _____, providing for the construction of a project described in such Contract; and

WHEREAS, the Contractor desires to meet his obligations to supply 100 percent Performance and Payment Bonds with a substitution of another form of security; and

WHEREAS, the Owner has determined that a Letter of Credit arrangement would provide sufficient security in lieu of a performance and payment bond.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for the purpose of inducing the Owner to substitute a Letter of Credit arrangement for a Performance and Payment Bond, the parties hereto agree that:

1. The Contractor has provided the Owner with an unconditional, irrevocable, Letter of Credit (Fund), issued by a banking institution in the amount of \$ _____ to secure and indemnify the Owner for any expense, loss or damage suffered or sustained as a result of any default by the Contractor in the performance of its obligations under the Construction Contract. It is expressly understood and agreed that said Fund shall at all times be under the control of the Owner.
2. All disbursements from the Fund shall be authorized and made by the Owner.
3. The Fund shall be maintained as a separate trust account and may be drawn in increments up to its aggregate amount or the aggregate may be drawn. Any incremental draw will not impair or diminish the right of the Owner to make subsequent draws in any amount(s) up to the aggregate amount of the Fund. The proceeds of a draw may be disbursed as follows:
 - A. To the Contractor during the course of construction to promote the completion of the project, as may be deemed necessary by the Owner.
 - B. To the Owner the entire fund or balance remaining therein in the event of a default by the Contractor under the Construction Contract to be used by the Owner to indemnify it for any loss, damage or expense whatsoever which it may suffer by reason of the Contractor's failure to perform the Construction Contract.
 - C. To the Contractor the balance of such fund remaining after three months from the date of substantial completion, as defined in Section 54 of the General Conditions, but only so long as the Project is free and clear of any liens, claims or encumbrances whatsoever. There shall be withheld from the payment of said balance an amount equal to 2-1/2 percent of the total amount of the Construction Contract, which sum is to be retained in account for a period of fifteen (15) months from the date of substantial completion or for another period less than fifteen (15) months if authorized by the Owner. Said sum shall be

EXHIBIT H
Page 2 of 2

held as a Fund to guarantee against defects in construction due to faulty materials or workmanship or damage to the premises resulting from such defects, which defects or damage become apparent within one year from the date of substantial completion. Said sum may be used for the correction of defects or damage in the event the Contractor fails to make such corrections. The Contractor's liability for such corrections is not limited by the amount of such sum.

4. It is agreed the Contractor may provide a separate unconditional and irrevocable Letter of Credit to satisfy the requirement set forth in paragraph 3C.. above, that **2-1/2 percent** of the total Construction Contract amount, for latent defects, to be retained for fifteen (15) months beyond the date of substantial completion. If such separate unconditional and irrevocable Letter of Credit is provided, it must be delivered to the Owner and made subject to this Completion Assurance Agreement before any balance remaining in the Fund is released to the Contractor or the Fund is canceled.

5. Any other provision of this Agreement notwithstanding, it is understood and agreed that no funds may be disbursed to the Contractor so long as there are any outstanding liens, claims or encumbrances against the project, written notice of which have been received by the Owner. If any such claims, liens and encumbrances have not been removed or resolved, and written notice of such removal or resolution received by the Owner by the date of substantial completion, the Owner may in its sole discretion exercise any of its rights under the Construction Contract General Conditions.

6. It is expressly understood by all parties hereto that in the event of a default by Contractor in any of its obligations under the Construction Contract, the entire Fund, any part thereof, or balance remaining therein may, at the option of the Owner, be paid to Owner together with an assignment of all rights granted to the Owner.

7. This agreement shall not alter or limit the obligations and liabilities of the Contractor under the Construction Contract, but shall be deemed to be additional security for the performance by the Contractor of its obligations thereunder.

8. It is understood and agreed in the event the fund is held by a depository, that the depository is not charged with any duty or responsibility to see to the performance of or compliance with any agreements between any of the parties hereto other than that of paying over the fund as directed in writing by the Owner, nor to see to the application of the Fund after making disbursements as so directed. It is expressly understood and agreed that any claim, controversy, dispute or disagreement which may exist between the Contractor and the owner shall have no effect whatsoever upon the obligation of the Depository to pay the Owner promptly upon receipt of a notice issued pursuant to the terms of the Fund and this Agreement.

Contractor

Owner

(name and title)

(name and title)

Approved by Bank:

Name and Title

EXHIBIT I
(Bank Letterhead)
CASH DEPOSIT LETTER

(Address to Owner)

Dear _____:

This will acknowledge that this Bank has established an account in the amount of \$ _____ with funds received from

_____ is account has been issued in the name of

_____ and the original certificate manifesting the same is being handed to you herewith. It is our understanding that this account is being established in lieu of performance and payment bonds customarily furnished in construction projects. The account shall serve as the "Fund" referred to in the Completion Assurance Agreement, dated _____, by and between the Owner and the Contractor.

The Bank shall pay over all or part of the funds in the account together with interest herein to the Owner, or to another as the Owner may designate, upon written notification by the Owner to the Bank of a default by the Contractor under the Construction Contract, or of the Contractor's failure to perform the Construction Contract.

The Bank shall pay over all or part of the funds in the account upon proper notification by the Owner without regard to any objections, claims, defenses, assertions, or actions by the Contractor or any other person or entity acting on behalf of the Contractor. The Bank specifically recognizes that any controversy, dispute, claim or disagreement which may exist between the Contractor and the Owner have no effect whatsoever upon the obligation of the Bank to pay the Owner promptly upon receipt of the notice referred to above.

Sincerely,

President

EXHIBIT J
Page 1 of 2
COMPLETION ASSURANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____ by and between
the _____ (owner) and
_____ (Contractor).

WITNESSETH

WHEREAS, the Contractor and the Owner have entered into a Construction Contract dated _____, providing for the construction of a project described in such Contract;
and

WHEREAS, the Contractor desires to meet his obligations to supply 100 percent Performance and Payment Bonds with a substitution of another form of security; and

WHEREAS, the Owner has determined that a cash deposit arrangement would provide sufficient security in lieu of a Performance and Payment Bond.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for the purpose of inducing the Owner to substitute a cash deposit arrangement for a Performance and Payment Bond, the parties hereto agree that:

1. The Contractor has provided the Owner with a letter dated _____, from a banking institution evidencing the deposit of funds in an account (Fund) in the amount of \$ _____. The Fund has been established in the name of the Owner to secure and indemnify it for any expense, loss or damage suffered or sustained as a result of any default by the Contractor in the performance of its obligations under the Construction Contract. It is expressly understood and agreed that said Fund shall at all times be under the control of the Owner.
2. All disbursements from the Funds shall be authorized and made by the Owner.
3. The Fund shall be maintained as a separate trust account and may be drawn in increments up to its aggregate amount or the aggregate may be drawn. Any incremental draw will not impair or diminish the right of the Owner to make subsequent draws in any amount(s) up to the aggregate amount of the Fund. The proceeds of a draw may be disbursed as follows:
 - A. To the contractor during the course of construction to promote the completion of the project, as may be deemed necessary by the Owner.
 - B. To the Owner the entire Fund or balance remaining therein in the event of a default by the contractor under the Construction Contract to be used by the Owner to indemnify it for any loss, damage or expense whatsoever which it may suffer by reason of Contractor's failure to perform the construction contract.
 - C. To the Contractor the balance of such Fund remaining after three months from the date of substantial completion, but only so long as the Project is free and clear of any liens, claims or encumbrances whatsoever. There shall be withheld from the payment of said balance an amount equal to 2-1/2 percent of the total amount of the Construction Contract, which sum is to be retained in account for a period of fifteen (15) months from the date of substantial completion or for another period less than fifteen (15) months if authorized by the Owner. Said sum shall be held as a Fund to guarantee against defects in construction due to faulty materials or workmanship or damage to the premises resulting from such defects, which defects or damage become apparent within one year after date of substantial completion. Said sum may be used for the correction of defects or damage

EXHIBIT J
Page 2 of 2

in the event the Contractor fails to make such corrections. The Contractor's liability for such corrections is not limited by the amount of such sum.

4. It is agreed that Contractor may provide a separate unconditional and irrevocable Letter of Credit to satisfy the requirement, set forth in paragraph 3C.. above, that 2-1/2 percent of the total Construction Contract amount, for latent defects, to be retained for fifteen (15) months beyond the date of substantial completion. If such separate unconditional and irrevocable Letter of Credit is provided, it must be delivered to the Owner and made subject to this Completion Assurance Agreement before any balance remaining in the fund is released to the Contractor or the Fund canceled.

5. Any other provision of this Agreement notwithstanding, it is understood and agreed that no funds may be disbursed to the Contractor so long as there are any outstanding liens, claims or encumbrances against the Project, written notice of which have been received by the Owner. If any such claims, liens and encumbrances have not been removed or resolved, and written notice of such removal or resolution receive by the Owner, by the date of substantial completion, the Owner may in its sole discretion exercise any of its rights under the General Conditions of the Construction Contract.

6. It is expressly understood by all parties hereto that in the event of a default by the Contractor in any of its obligations under the Construction Contract, the entire Fund, any part thereof, or balance remaining therein may, at the option of the Owner, be paid to the Owner together with an assignment of all rights granted to the Owner.

7. This Agreement shall not alter or limit the obligations and liabilities of Contractor under the Construction Contract, but shall be deemed to be additional security for the performance by the Contractor of its obligations thereunder.

8. It is understood and agreed that in the event the Fund is held by a depository, that the depository is not charged with any duty or responsibility to see to the performance of or compliance with any agreements between any of the parties hereto other than that of paying over the Fund as directed in writing by the Owner, nor to see to the application of the Fund after making disbursements as so directed. It is expressly understood and agreed that any claim, controversy, dispute or disagreement which may exist between the Contractor and the Owner shall have no effect whatsoever upon the obligation of the depository to pay the Owner promptly upon receipt of a notice issued pursuant to the terms of the Fund and this Agreement.

9. Notwithstanding any other provision of the Construction Contract, it is agreed the fund will be administered pursuant to the terms of the Fund, this Agreement and any consistent provisions in the Construction Contract. Any inconsistent provisions in the Construction Contract shall be superseded and controlled by the Fund and this Agreement. It is expressly agreed that reference to this Agreement or collateral Construction Contract document does not make the issuance of the Fund conditional.

Contractor

Owner

(name and title)

(name and title)

Approved by Bank:

Attachment K

CONSTRUCTION CONTRACT ADDENDUM

This Construction Contract Addendum is made this _____ day of _____, _____, by and between Northern Circle Indian Housing Authority (“**Owner**”), and _____ (“**Contractor**”).

RECITALS

A. The Owner and BDO Government Services, LLC (“**BDO GS**”), acting as program administrator for the California Department of Social Services (“**CDSS**”) have entered into that certain Program Funding Agreement dated 9/9/24 (“**Agreement**”), pursuant to which Owner was allocated funds pursuant to the Community Care Expansion Program (“**Program Funds**”) for the purposes of developing the Project.

B. Owner and Contractor have entered into a construction agreement dated _____ under which Contractor has agreed to undertake construction work on the Project (the “**Contract**”).

C. Owner and Contractor wish to modify and add to the terms of the Contract as set forth in this Addendum, and Contractor agrees to be bound by the following provisions in the construction of said Project, in order to provide for certain terms required by BDO GS as a condition of providing the Program Funds for the Project. It is a condition to BDO GS providing the Program Funds that the Contractor agrees to be bound by the terms hereof.

NOW, THEREFORE, Owner and Contractor hereby agree as follows:

1. **OWNER’S OBLIGATIONS.** Owner agrees that any obligation imposed on Contractor by this Addendum does not waive, diminish, or alter any of Owner’s obligations to BDO GS under the Agreement, and that the obligations of Contractor to BDO GS contained herein are in addition to those obligations of Owner to BDO GS or CDSS contained in the Agreement. Owner shall be solely responsible for satisfying its obligations to Contractor under the Contract.

2. **CONSENT TO ASSIGNMENT OF DEVELOPMENT RIGHTS.** Contractor consents to the assignment of its Contract with Owner to BDO GS, upon demand by BDO GS, and to any subsequent assignment of the Contract by BDO GS at the election of BDO GS. Contractor agrees that if there is a breach of the Agreement or any other Event of Default (as the term may be defined in the Agreement), BDO GS may elect to enforce the assignment and take over the Contract. Contractor agrees to continue to perform its obligations under the Contract and this Addendum for the benefit and account of BDO GS in the same manner as if performed for the benefit and account of Owner in the absence of the assignment at no additional cost to BDO GS, as long as Contractor continues to receive the compensation called for under the Contract. Contractor agrees that BDO GS shall not have any obligation under the Contract until BDO GS notifies it in writing of BDO GS’s election to accept the assignment.

3. **ASSIGNMENT OF SUBCONTRACTS.** Contractor hereby consents to the assignment to BDO GS of all its interest in all subcontracts and agreements now or hereafter

entered into by Contractor for performance of any part of the construction work required to be performed under the Contract, upon demand by BDO GS, and to any subsequent assignment, by BDO GS, at the election of BDO GS. The assignment will be effective upon acceptance by BDO GS in writing and only as to those subcontracts and agreements, which BDO GS designates in writing. BDO GS may accept said assignment at any time during the course of the construction work required to be performed under the Contract and prior to final completion of construction work required to be performed under the Contract in the event of an assignment to BDO GS, suspension, or termination of Contractor's rights under the Contract. Such assignment is part of the consideration to Owner for entering into the Contract with Contractor and may not be withdrawn prior to final completion of construction work required to be performed under the Contract.

Contractor agrees that any subcontract entered by and between Contractor and a subcontractor in connection with the Contract or performance of the construction work required to be performed under the Contract shall expressly provide that such subcontract shall be assignable to BDO GS and that BDO GS subsequently may assign such subcontract.

4. COMMENCEMENT AND COMPLETION OF CONSTRUCTION.

Contractor must begin construction of the Project by the date set for the commencement of construction in the Agreement. Contractor must diligently prosecute construction of the Project to completion and must complete construction of the Project by the completion date set forth in the Agreement. Incorporated herein are the Statement of Work, Performance Milestones and Payment Schedule from the Agreement.

5. CONSTRUCTION BONDS. Upon execution of the Contract and prior to commencement of construction, unless otherwise approved by BDO GS, or CDSS in its sole discretion, Contractor must obtain a labor and material (payment) bond and a performance bond, or a dual bond which covers both payment and performance obligations, with respect to the construction of the Project in a penal sum each of not less than one hundred percent (100%) of the scheduled cost of construction. Such bonds must be issued by a company which is authorized to transact surety insurance in California and which has assets exceeding its liabilities in an amount equal to or in excess of the bond amount. The bonds must name BDO GS and CDSS as obligees. Owner shall provide to BDO GS a copy of any and all such payment and performance bonds prior to commencement of construction of the construction work required to be performed under the Contract.

6. CONTRACT WORK. Contractor warrants and represents that it is licensed or otherwise authorized to perform the construction work specified in the Contract in the State of California. All construction work must be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work in the State of California. Contractor shall insert similar provisions in all subcontracts for work for the Project.

7. QUALITY OF WORK. Contractor must construct the Project in conformance with the plans and specifications and any modifications thereto approved by BDO GS. Contractor must construct the Project according to general industry standards and shall employ building materials of a quality suitable for the requirements of the Project and conforming to general industry standards. Contractor must construct the Project in full conformance with applicable local, state, and federal statutes, regulations, and building and housing codes.

The parties acknowledge that BDO GS and CDSS are under no duty to review the Plans and Specifications or to inspect construction of the Project. Any review or inspection undertaken by BDO GS or CDSS of the Project is solely for the purpose of determining whether Owner and Contractor are properly discharging their obligations, and should not be relied upon by Owner, Contractor, or any third parties as a warranty or representation by BDO GS or CDSS as to the quality of the design or construction of the Project.

8. **ADDITIONS OR CHANGES IN WORK.** BDO GS must be notified no later than thirty (30) days of the execution of a change order by and between Owner and Contractor, of any changes in the work required to be performed under the Contract or this Addendum, including any substantial additions, changes, or deletions to the approved Plans and Specifications, which exceeds Twenty-Five Thousand Dollars (\$25,000). Contractor shall not allow subcontractors to mark-up any change order by more than fifteen percent (15%). Contractor shall provide BDO GS and Owner with an updated budget and schedule prior to the commencement of construction at the Project and at fifty percent (50%) completion of the Project showing all changes from the budget and schedule prepared prior to the issuance of the notice to proceed to Contractor.

9. **SITE INSPECTIONS.** Contractor shall permit and facilitate in person and remote observation and inspection of work at the job site by BDO GS and CDSS and their agents and by public authorities during reasonable business hours.

10. **AUDITS.** Contractor must make available for examination at reasonable intervals and during normal business hours to BDO GS and CDSS's representatives all books, accounts, reports, files, and other papers or property with respect to all matters covered by the Contract and this Addendum, and must permit these representatives to audit, examine, and make copies, excerpts, or transcripts from such records.

11. **NO DISCRIMINATION.** Contractor may not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual preference, national origin, AIDS or AIDS-related conditions, involvement in the justice system, or disability in any phase of employment during construction. Contractor agrees to post in conspicuous places available to all employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

12. **PREVAILING WAGES.** All workers performing construction work for the Project employed by Contractor and by any of its subcontractors must be compensated in an amount no less than the general prevailing rate of per diem wages as determined by the California Department of Industrial Relations under California Labor Code Sections 1770, et seq., and implementing rules and regulations. Contractor must comply with, and must ensure that its subcontractors comply with, all reporting and recordkeeping requirements of the applicable prevailing wage statutes and regulations.

In the event of underpayment of wages by Contractor or by any subcontractor employed on the Project, BDO GS, in addition to other rights and remedies afforded by this Agreement, may:

(1) demand that any underpaying employer comply with these requirements; (2) demand that the underpaying employer pay the difference between the prevailing wage rate and the amount actually paid to workers; (3) withhold and/or pay any Program Funds as necessary to compensate

workers the full wages required under this Agreement; and/or (4) pursue any lawful administrative or court remedy to enforce these requirements against the underpaying employer. Any underpaying employer shall comply with a demand to pay any amounts due under this section within ten calendar days of the demand.

Contractor must include the prevailing wage requirement in all subcontracts for work on this Project and must specify that BDO GS and CDSS are intended third party beneficiary of such provisions. Contractor must take reasonable measures to monitor and enforce the prevailing wage requirements imposed on its subcontractors, including withholding payments to those subcontractors who violate these requirements. In the event that Contractor fails to take the above measures, Contractor shall be liable for the full amount of any underpayment of wages, plus costs and attorneys' fees, as if Contractor was the actual employer.

13. **INSURANCE COVERAGE.** Contractor must have in full force and effect during the complete course of construction of the Project, insurance, providing coverage in the types and amounts set forth below:

13.1 Worker's compensation insurance as required by the State of California.

13.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

13.3 Commercial general liability insurance of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$5,000,000 for bodily injury and property damage liability combined. Such insurance can be provided pursuant to an umbrella policy. The commercial general liability insurance policy shall cover liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Sponsor's limit of liability.

14. **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No member, official, employee, or agent of BDO GS or CDSS shall be personally liable to Contractor for any obligation created under the terms of the Contract or this Addendum except in the case of actual fraud or willful misconduct by such person.

15. **INDEMNITY.** Notwithstanding the insurance requirements herein, Contractor hereby indemnifies, defends and holds, BDO GS and CDSS and their respective members, officers, officials, employees, and agents (collectively, the "Indemnified Parties"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which an Indemnified Party may incur as a consequence of Contractor's failure to perform any obligations as and when required by the Contract or this Addendum, any act or omission by Contractor or its subcontractors with respect to the Project, or any failure of any of Contractor's representations or warranties to be true and complete, except to the extent such losses are caused by the negligence or willful misconduct of the Indemnified

Party. Contractor shall pay immediately upon the Indemnified Party's demand any amounts owing under this indemnity. The duty of Contractor to indemnify includes the duty to defend the Indemnified Party in any court action, administrative action, or other proceeding brought by any third party arising from the Project. Contractor's duty to indemnify the Indemnified Party shall survive the term of the Contract.

16. **HAZARDOUS MATERIALS.** Neither Contractor nor any of its subcontractors may use the real property upon which the Project is to be constructed (the "Project Property") or allow the Project Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Contractor shall immediately notify BDO GS and Owner in writing of: (a) the discovery of any concentration or amount of Hazardous Materials on or under the Project Property requiring notice to be given to any governmental agency under Hazardous Materials Laws; (b) any knowledge by Contractor that the Project Property does not comply with any Hazardous Materials Laws; (c) the receipt by Contractor of written notice of any Hazardous Materials claims; and (d) the discovery by Contractor of any occurrence or condition on the Project Property or on any real property located within 2,000 feet of the Project Property that could cause the Project Property to be designated as a "hazardous waste property".

17. **NOTICES; NOTICE OF DEFAULT TO BDO GS.** If at any time after the execution of the Contract it shall become necessary or convenient for Contractor to serve any notice, demand, or communication upon BDO GS, such notice, demand or communication shall be in writing provided in accordance with the notice requirements of the Agreement. Contractor shall give BDO GS prior or concurrent written notice of any default or breach claimed by Contractor against Owner or any other party under the Contract. The notice shall describe the default and give BDO GS the option to cure said default within 30 calendar days. No termination of the Contract by Contractor shall be binding unless BDO GS has been given the required notice and has not cured the default within thirty (30) calendar days.

18. **REMEDIES.** The parties hereto agree that BDO GS, while not a party to the Contract, is an intended third party beneficiary of the obligations imposed on Contractor in this Addendum. In the event of any breach or violation of any agreement or obligation of Contractor under the Contract or this Addendum, BDO GS may proceed with any of the following remedies:

18.1 Bring an action in equitable relief seeking the specific performance by Contractor of the terms and conditions of the Contract or this Addendum, and/or enjoining, abating, or preventing any violation of said terms and conditions;

18.2 Order immediate stoppage of construction and demand that any condition leading to the default be corrected before construction may continue;

18.3 Enter the Project Property and take any actions necessary in its judgment to complete construction of the Project as permitted under the assignment of development rights;

18.4 Suspend disbursement of Program Funds for the Project until the breach or violation is corrected, or, if Owner had any concurrent obligation to perform on or ensure performance on the breached obligation, cancel the Program Funds commitment made to Owner and terminate BDO GS's obligation to disburse Program Funds to Owner;

18.5 Terminate the Contract; or

18.6 Pursue any other remedy allowed at law or in equity.

19. **GOVERNING LAW.** This Addendum shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

20. **DEFINITIONS.** Capitalized terms not defined in this Addendum shall have the same meaning as defined in the Agreement.

21. **ATTORNEYS' FEES AND COSTS.** In the event any legal action is commenced to interpret or to enforce the terms of this Addendum, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

22. **TIME.** Time is of the essence in the performance of this Addendum by Contractor.

23. **CONSENTS AND APPROVALS.** Any consent or approval required under this Addendum shall not be unreasonably withheld, delayed, or conditioned.

24. **BINDING UPON SUCCESSORS.** All provisions of this Addendum shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Addendum by Contractor without BDO GS's consent.

25. **RELATIONSHIP OF CONTRACTOR AND BDO GS.** Contractor understands that neither BDO GS nor CDSS undertakes or assumes any responsibility or duty to Contractor or to any third party. The relationship of Contractor and BDO GS/CDSS for this Project shall not be construed as a joint venture, equity venture, or partnership. BDO GS shall have no obligation to any party under the Contract but is an intended third party beneficiary of the obligations under this Addendum. Contractor shall have no authority to act as an agent of BDO GS or CDSS or to bind BDO GS or CDSS to any obligation.

26. **ASSIGNMENT.** Contractor may not assign any of its interests under the Contract or the Addendum to any other party, except with the prior written consent of BDO GS. Any unauthorized assignment shall be void.

27. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Addendum must be in writing and shall be made only if executed by Owner and Contractor and consented to in writing by BDO GS.

28. **SEVERABILITY.** Every provision of this Addendum is intended to be severable. If any provision of this Addendum is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

29. **ADDENDUM CONTROLS.** In the event that any provisions of this Addendum and the Contract conflict, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the undersigned parties have executed this Construction Contract Addendum as of the date first written above.

“CONTRACTOR”

By: _____

Title: _____

“OWNER”

Northern Circle Indian Housing Authority, a California Tribal Entity

By: _____

Title: _____

**EXHIBIT L
CONSTRUCTION CONTRACT**

This contract made this ____ day of _____, by and between _____, herein called the "Contractor", and the Northern Circle Indian Housing Authority, herein called the " Owner". The Contractor and the Owner agree as follows:

Statement of Work

The Contractor shall furnish all labor, material, equipment and services, and perform and complete work required for the construction of Project No. **NCIHA 01-2026** consisting of the Construction of the Inter-Tribal Elder Village in strict accordance with the contract documents listed herein.

Contract Price

The owner shall pay the Contractor for performance of the contract, subject to additions or deductions as provided in the Contract:

1. The sum of _____ dollars (\$ _____) for materials, exclusive of the charge for installation; and
2. The sum of _____ dollars (\$ _____) for all other costs to complete the Work in accordance with the Contract Documents, including the cost to install materials, labor, fixtures, overhead and profit.
3. The total contract includes items 1 and 2, above, _____ dollars (\$ _____).

Contract Documents

1. Invitation for Bids, Instructions to Bidders, the form of bid, the Bid Bond, the Non-Collusive Affidavit, the requirements for Performance and Payment Security, the form of Construction Contract, General Conditions, any applicable Special Conditions, Specifications, and Drawings (and exhibits and addenda, if any thereto, and on file in the office of the Owner); and

2. The following exhibits, if any, each of which has been initiated by the parties or otherwise appropriately identified: (if none, insert none").

IN WITNESS WHEREOF, the parties hereto caused this Instrument to be executed in three (3) original counterparts as of the day and year first above written.

For the Contractor:

For the Owner:

By: _____

By: _____

Title: _____

Title: _____

Business Address:

Business Address

Telephone: _____

Telephone: _____

Inter-Tribal Elder Village
New Construction
NCIHA 01-2026

EXHIBIT M
NOTICE TO PROCEED

Date _____

Contractor _____

Address _____

SUBJECT: **Inter-Tribal Elder Village – Notice to Proceed**

Project No. **NCIHA 01-2026**

Project Name and Location: Inter-Tribal Elder Village, 420 Cooper Lane, Ukiah, CA. 95482

Amount of Contract \$ _____

Gentlemen:

Pursuant to the terms of your Contract, dated _____, you are hereby notified to commence work thereunder at the start of business on _____. The time for completion set forth herein is _____ calendar days, including the starting day, which establishes _____ as the completion date.

Please acknowledge receipt of this Notice to Proceed by signing, dating, and returning this document to the Contracting Officer.

Sincerely,

ACCEPTED: (Owner)

By: _____

By: _____

Title: _____

Title: _____

License No. _____

Date: _____

**EXHIBIT N
REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR**

Date _____
Project No. **NCIHA 01-2026**

TO: _____

In accordance with our prime contract for **New Housing Construction – Inter-Tribal Elder Village** we request acceptance of the following proposed subcontractor to perform work or supply material as indicated below:

1. _____
(Name)

2. Scope of Work: (state kind of work, if labor, material or both, and give Specification Reference)

3. The subcontractor's non-collusive affidavit in the form required by our contract is furnished herewith (original only attached to the original of this request)

4. We warrant that the provisions required by our contract to be inserted in each subcontract will be inserted in this subcontract.

5. We certify that this proposed subcontractor is not ineligible to receive awards of contracts from the United States as evidenced by the list or lists of debarred contractors maintained by HUD.

6. There will be no assignment of interest in this subcontract except as follows (if none, so state):

7. Terms of Payment **Price: \$**

8. Remarks:

(Prime Contractor)

By: _____ Title: _____

ACCEPTANCE OR REJECTION

The proposed subcontractor named above is _____

If accepted, the contracting party giving such acceptance assumes no responsibility in connection with the form or terms of the subcontract nor the performance of the subcontractor and this form *will not be returned*.

If rejected, the reason(s) will be briefly stated herein and this form *will be returned* within 10 days after receipt.

Date: _____
(Contracting Officer)

**EXHIBIT O
INDIAN PREFERENCE
QUALIFICATION APPLICATION**

_____ herein submits to Northern Circle Indian
(Name of Applicant)
Housing Authority (NCIHA) the following application seeking to qualify as a 51% or more Indian Owned and controlled economic enterprise or tribal organization so it can be eligible for Indian Preference in NCIHA's selection and award of contracts, subcontracts, employment and training. This application must be submitted in a timely manner and by a date prescribed by NCIHA in order for the Applicant to be considered eligible for Indian Preference. Applicant may be required to periodically resubmit this application from time to time.

Name of Organization/Enterprise:	
Address:	
Phone Number:	Fax Number:
E-Mail:	

I. Organization

- a. Are you:
 - i. a private for profit or non-profit company, or
 - ii. a Tribal Organization
- b. Circle One
 - i. Corporation
 - ii. Partnership
 - iii. Joint Venture
 - iv. Sole Proprietorship
 - v. Other (describe): _____
- c. Date Established _____
- d. Place Established _____
- e. Dates organization/enterprise changed or amended as to ownership and management:

- f. Attach to this application current organization/enterprise documents (including where appropriate Articles of Incorporation and bylaws)

II. Current Ownership

- a. Date current ownership was established _____

Current Ownership fill out an additional disclosure for each owner that is an entity				
Name	Check if enrolled in a federally recognized tribe	Address	Telephone	% of Ownership

b. Attach to this application official evidence or record of enrollment of all owners who are enrolled members of federally recognized tribes.

c. Name any companies or individuals that provide management or administrative services to your company:

d. How many employees do you currently have: _____

e. Name who has made capital contributions to your company:

f. Explain who will get your profit on this contract and what percentage:

g. Who is your bank and the name and telephone number of the bank official that you work with:

h. What agency and what insurance company provides our insurance (include telephone number):

i. If you are a construction company, what agency and what bonding companies provide your bid, performance and payment bonds (include telephone number):

j. Explain who will contract or subcontract more than 10% of your work to:

- k. If you are supplying good, name companies that will provide you 10% or more of the goods to be provided under the contract you are seeking (identify if they are 51% or more Indian owned and controlled by an enrolled member of a federally recognized tribe):

III. Past and Current Performance

- a. Have you or any owner of your entity had any of the following occur in the past 10 years (circle those, if any, that apply):

- i. Filed bankruptcy or petition into bankruptcy
- ii. Sued regarding a contract or payment of a contract
- iii. Sued regarding contract, performance or payment of a contract
- iv. Failed to complete a contract on time
- v. Had a claim made on a bond provided on your behalf
- vi. Involved in arbitration regarding a contract or its performance
- vii. Had a contract terminated for cause
- viii. Denied Indian Preference after seeking it
- ix. Debarred, suspended or other sanctions
- x. Failed to properly pay a supplier, subcontractor, employee as required by this contract
- xi. Any legal judgments entered against you
- xii. Another other incident involving performance of a contract where claims or disputes arose

- b. If any of the above apply, please explain in an attached narrative

- c. Name other companies in business similar to what you now do that you and your owners have operated or owned in the last 10 years:

List all Tribes, Tribally Designated Housing Entities, and Indian Housing Authorities that you have had a contract with in the past 10 years (include the years you had the contracts):

IV. Control

- a. List all officers and any Board members of your company and identify if that are enrolled in a federally recognized Tribe. If so, indicate which Tribe as well as what management duties they have:

- b. If any of the above individuals have employment, positions or contracts with or interests in (including ownership) other companies, please identify and explain, including % or work time they spend in that position:

- c. If you are a construction company, list your core crew employees:

- d. What companies or individuals, if any, are mentoring or providing you assistance (including but not limited to loans, capital or staff) to develop as a company and explain in an attached narrative:

- e. Disclose here, and explain in an attached narrative, any agreements or arrangements whereby some or all of your company is managed, administered or run in whole or in part by an individual or company not otherwise explained in this application:

- f. Disclose here, and explain in an attached narrative, any public or private agreements, or arrangements, other than those fully disclosed and explained elsewhere in this application, whereby individuals (i.e., service agreements, supplier contracts or subcontracting) or companies received profit from your company:

By submitting this Application, you are asserting that you believe and know yourself to be a 51% or more Indian owned and controlled economic enterprise or Tribal organization.

Where not enough space has been provided on this form to allow you to fully explain your answers use additional sheets and attach to this application.

Your application must be truthful and correct. Making false or misleading statements could subject your company and the individual signing this Application to criminal prosecution and civil penalties since the contract may be funded with government funds.

If any changes in these circumstances or others that impact your eligibility for Preference occur prior to the award of a contract or during the performance of such a contract, you agree to immediately notify Northern Circle Indian Housing Authority (NCIHA).

Furthermore, if based on additional information or changes in circumstances, you should, in the opinion of NCIHA lose 51% or more Indian ownership or control of you company, you will lose eligibility for Indian Preference.

If applicant is Sole Proprietor, sign below:

Name: _____ Date: _____

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

Name: _____ Date: _____

Name: _____ Date: _____

If applicant is a Corporation:

Name: _____ Date: _____

(President or CEO's signature)

**INDIAN PREFERENCE
X-FACTOR**

In accordance with 25 U.S.C. 452 et seq. and 25 U.S.C. 455 et seq., award shall be made under unrestricted solicitations to the lowest responsive bid from a qualified Indian-Owned Economic Enterprise or Organization within the maximum total contract price established for the specific project or activity being solicited, if the bid is no more than "X" higher than the total bid price of the lowest responsible bid from any qualified bidder. The factor "X" is determined as follows:

When the lowest responsive bid is:	X
less than \$100,000.00	10% of that bid
At least \$100,000.00, But less than \$200,000.00	9% of that bid
At least \$200,000.00, But less than \$300,000.00	8% of that bid
At least \$300,000.00, But less than \$400,000.00	7% of that bid
At least \$400,000.00, But less than \$500,000.00	6% of that bid
At least \$500,000.00, But less than \$1 million	5% of that bid
At least \$1 million, But less than \$2 million	4% of that bid
At least \$2 million, But less than \$4 million	3% of that bid
At least \$4 million, But less than \$7 million	2% of that bid
\$7 million or more	1% of that bid

SPECTION CONDITIONS TO THE CONTRACT

1. ARCHITECT'S DUTIES, RESPONSIBILITIES, AND AUTHORITY

- (a) The Architect for this contract, and any successor or a person acting in lieu of the architect, shall be designated in writing by the contracting officer. A person acting in lieu of the architect shall perform the functions assigned in this paragraph to the architect.

2. PAYMENTS

- (a) The NCIHA shall pay the Contractor the price as provided in this contract.

(b) The NCIHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer, and the delivery and proper storage of materials at the job-site or other location within the boundaries of the Mooretown Rancheria of Maidu Indians as are approved by the NCIHA. The NCIHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price, and of the materials delivered and property stored at the job site or other approved location. Such estimates shall be submitted not later than ten (10) days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(f) The NCIHA shall **retain five (5) percent** of the amount of progress payments until completion and acceptance of all work under the contract. Retention shall be released to the Contractor after successful completion of the Project and issuance of a Certificate of Occupancy. After which time, the Contractor shall obtain a Maintenance Bond for the duration of 1 year (Warranty Period) after issuance of the Certificate of Occupancy. The time limit of the warranty shall not apply to any latent defects, or gross mistakes or fraud on the part of the Contractor.

(g) All materials shall be delivered to and properly stored at the job site or other approved location before installation into the Work and payment therefor. Progress payments must include the cost of such materials, which shall be insured to cover its full value and used to perform this contract. Title to the materials shall transfer to the NCIHA upon delivery to the job site and payment therefor and prior to installation into the Work. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the NCIHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the NCIHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the NCIHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the NCIHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the NCIHA in the course of their employment, the Contractor shall restore such damaged work without cost to the NCIHA and to seek redress for its damage only from those who directly caused it.

(i) The NCIHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the NCIHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The NCIHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the NCIHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

3. DISPUTES

The Contracting Officer's decision shall be final unless (1) the Contractor appeals in writing to a higher level in the NCIHA in accordance with the NCIHA's policy and procedures,
(2) the parties agree to refer the appeal to an independent mediator or arbitrator.

4. LIQUIDATED DAMAGES

If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay the NCIHA as liquidated damages, the sum of \$250.00 for each day of the delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of the liquidated damages shall not be due to NCIHA> the Contractor remain liable for damages caused other than by delay.

If NCIHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs caused the NCIHA in completing the work. If NCIHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

5. INSURANCE COVERAGE

Per the CCE Attachment K, Construction Contract Addendum, section 13. Insurance Coverage, Contractor must have in full force and effect during the complete course of construction of the Project, insurance, providing coverage in the types and amounts set

forth below:

- (a) Worker's Compensation insurance as required by the State of California.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance of not less than \$1,000,000 per occurrences with an annual aggregate limit of \$5,000,000 for bodily injury and property damage liability combined. Such insurance can be provided pursuant to an umbrella policy. The commercial general liability insurance policy shall cover liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Sponsor's (NCIHA) limit of liability.

6. 2 CFR §200.326.

Pursuant to 2 C.F.R. § 200.327, those portions of Appendix II to Part 200 of Title 2 of the Code of Federal Regulations applicable hereto are hereby incorporated herein as though the language, clauses, provisions, and requirements that must be included are actually set forth herein. Contractor certifies compliance with Appendix II as applicable.

7. WEATHER DELAYS

Weather Delays will not be allowed unless reported and claimed within 24 hours from when the contractor was aware of the event. A claim shall include a statement that work scheduled could not be accomplished and that no other work could be done in its place.

END