

**REQUEST FOR PROPOSALS**  
**TRINIDAD RANCHERIA NATURAL RESOURCES**  
**DEPARTMENT SITE #4 LOW IMPACT**  
**DEVELOPMENT PROJECT**

Prepared For:



***Cher-Ae Heights Indian Community of the Trinidad Rancheria***

1 Cher-Ae Lane  
Trinidad, CA 95570

Prepared By:



***NorthPoint Consulting Group, Inc.***

1117 Samoa Blvd.  
Arcata, CA 95521  
(707) 798-6438

January 2025

## Project Bid and Contract Documents:

Document Name	Document Description
<a href="#">Advertisement</a>	Contains critical project information and directions to obtain bid documents
<a href="#">Instructions</a>	Contains information, direction, and requirements for bid and bid submittal
<a href="#">Agreement</a>	Contains information regarding contract terms and presents a preliminary agreement
<a href="#">Bid Form</a>	Presents contractor bid details and includes the Bid Schedule
<a href="#">Bidder Statement of Qualifications</a>	Presents required information regarding Bidder qualifications to perform the contract work
<a href="#">Indian Economic Enterprise Representation Form</a>	Presents representation of Indian Ownership
<a href="#">Bid Bond</a>	Surety Bid Bond Form
<a href="#">Schedule of Subcontractors</a>	List of subcontractors and license for portion of the work to be performed
<a href="#">Payment Bond</a>	Form to record payment bond
<a href="#">Performance Bond</a>	Form to record performance bond
<a href="#">Non-Collusion Affidavit</a>	Form to record oath and witness of oath for statement of non-collusion
<a href="#">Addendum Receipt Form</a>	Form to record acknowledgement of addendum receipt

**ADVERTISEMENT FOR BIDS**

**Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Trinidad Rancheria Environmental Department  
Trinidad, California  
Site #4 Low Impact Development Project**

**General Notice**

**Trinidad Rancheria** (Owner) is requesting Bids for the construction of the following Project:

**Site #4 Low Impact Development (LID) Project**

Bids for the construction of the Project shall be submitted either electronically, received **by sending an email to Ron Sundberg, Natural Resources Department Director**, at [ronsundberg@trinidadrancheria.com](mailto:ronsundberg@trinidadrancheria.com), or as hard copy **by sending completed bid documents by mail to the Issuing Office listed below**. See Article 12, Submittal of Bid, in the Instructions to Bidders in the included bid documents for submittal requirements. Bids shall be submitted no later than **5, September 2025 at 3:00pm** local time. At that time the Bids received will be **publicly** opened and read. Location of bid opening will be the Issuing office listed below or associated office location coordinated by the Owner.

The Project includes the following Work:

**The focus of the Trinidad Rancheria Site #4 LID Project is construction of site stormwater quality control elements. These elements include three flow through planters, two trench drains, two rainwater catchment gutter and tank systems, an oil / water separator and associated piping connection, a cut-off ditch and energy dissipater, and rehabilitation of an existing rain garden outlet. Application of parking lot surface sealing coat and parking striping will complete the project.**

The Project is funded by the EPA Clean Water Act and other federal funding sources that are in process. The contractor shall bid the project as a phased construction.

The Project has (3) three expected phases of duration of 11 weeks or **77** days with combined total of **231** days in all phases, and expected scheduled as follows:

Phase 1 Base Bid **September 17 to December 8, 2025**

Phase 2 Additive Alternative A **December 8 to February 23, 2026**

Phase 3 Additive Alternative B **February 23 to May 11, 2026**

Project phases are to proceed according to availability of funding and as coordinated with the Natural Resources Department of Cher-Ae Heights Indian Community of the Trinidad Rancheria.

Federal **Davis Bacon wage** requirements shall apply with **Heavy / Highway project classification**.

The Project requires coordination with the Trinidad Rancheria **Tribal Historic Preservation Officer** to ensure a Trinidad Rancheria **Cultural Monitor** is available during any ground disturbing activities.

### **Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be available from various sources. The following designated website will allow for review of Bidding Documents, but will not be available for registration:

**[www.trinidad-rancheria.org/request-for-proposals/](http://www.trinidad-rancheria.org/request-for-proposals/)**

Prospective Bidders are urged to register as a plan holder either through the Humboldt Builder's Exchange or by providing Bidder name and contract information to the Issuing Office. Bidder's should register even if Bidding Documents are obtained from a source other than the Issuing office or Humboldt Builder's Exchange Plan Room in either electronic or paper format. All official notifications, addenda, and other Bidding Documents will be offered through the Issuing office or Humboldt Builder's Exchange Plan Room.

The **Issuing Office** for the Bidding Documents is:

**Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Trinidad Rancheria Tribal Office  
1 Cher-Ae Lane Trinidad, CA 95570**

And will also be available at:

**Humboldt Builder's Exchange  
1213 5<sup>th</sup> Street, Eureka, California 95501**

Prospective Bidders may obtain or examine the Bidding Documents at the Humboldt Builder's Exchange Office on Monday through Friday between the hours of **8:00 am to 5:00 pm** and may obtain copies of the Bidding Documents from the Issuing Office as described above.

### **Pre-bid Conference**

A pre-bid conference for the Project will be held on **18 August, 2025** at **10:30am** at **Trinidad Rancheria Backhouse, 1 Cher-Ae Lane Trinidad, CA 95570**. Attendance at the pre-bid conference is highly encouraged but not required.

### **Instructions to Bidders.**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders.

**This Advertisement is issued by:**

Owner: **Cher-Ae Heights Indian Community of the Trinidad Rancheria**  
By: **Ron Sundberg**  
Title: **Natural Resource Department Director**  
Date: **4 August, 2025**

# INSTRUCTIONS TO BIDDERS

## ARTICLE 1—BIDDING DOCUMENTS

- 1.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 1.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 1.03 Owner offers a Website to review Bidding Documents, an Issuing Office, and a third party Plan Room / Website as indicated in the Advertisement for Bids. Owner recommends that Bidder register as a plan holder with the Issuing Office and / or Plan Room Website, and obtain a complete set of the Bidding Documents as indicated in the Advertisement for Bids. Bidders may rely that sets of Bidding Documents obtained from the owner's Website or Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 1.04 Bidder should sign in at Issuing Office or with Plan Room Website to register as a plan holder and obtain complete sets of Bidding Documents in the number and format stated in the Agreement Between Owner and Contractor. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner. Addenda may also be available from the Owner's designated website, as provided in the Advertisement for Bids.
- 1.05 Plan rooms may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 1.06 *Electronic Documents*
  - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
    1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader of the current version. It is the intent of the Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner cannot and do not guarantee that

Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 1.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

## **ARTICLE 2—QUALIFICATIONS OF BIDDERS**

- 2.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments. See the attached Bidder Statement of Qualifications form.
  - B. Documentation or license for business stating that the Bidder is authorized to do business where the Project is located, issued by the authority having jurisdiction to offer business license for the project location, or a written certification that Bidder will obtain such prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable. A California Class A license is required for the nature of the work to be performed
  - D. Subcontractor and Supplier qualification information.
  - E. Representation Form for Indian Economic Enterprises.
- 2.02 A Bidder's failure to submit required qualification information as indicated may disqualify Bidder from receiving an award of the Contract.
- 2.03 No requirement in this Article 2 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

## **ARTICLE 3—PRE-BID CONFERENCE**

- 3.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are highly encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 3.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

#### **ARTICLE 4—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE**

##### **4.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

##### **4.02 *Existing Site Conditions***

###### **A. *Subsurface and Physical Conditions***

1. The project plans identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, that contain Technical Data.
  - b. Cultural Resources may be present and encountered during ground disturbing activities. The Contractor is responsible for all coordination with Trinidad Rancheria Tribal Historic Preservation Officer to ensure that a Trinidad Rancheria Cultural Monitor is available during these activities. The Contractor is required to notify the Owner a minimum of 14 Days prior to conducting ground disturbing activities.
2. The Owner will make copies of drawings referenced above available to any Bidder on request at cost for production to the Bidder. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained as shown or indicated in such drawings.

##### **4.03 *Site Visit and Testing by Bidders***

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. The Site visit is scheduled following the pre-bid conference. See the Advertisement for Bids for time and location of the pre-bid conference.
- C. Bidders visiting the Site are required to arrange their own transportation to the Site.
- D. All access to the Site other than during the pre-bid conference Site visit must be coordinated through the following Owner contact: **Ron Sundberg, Natural Resources Department Director at [ronsundberg@trinidadrancheria.com](mailto:ronsundberg@trinidadrancheria.com)**. Bidder must conduct the required Site visit during normal working hours.
- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to

schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- F. Bidders shall not conduct any investigation at the project site prior to bid acceptance that requires excavation or destructive exploration. It is the bidder's responsibility to clean and restore to former condition any impacts of investigation at the Site.

## **ARTICLE 5—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

### **5.01 *Express Representations and Certifications in Bid Form, Agreement***

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 6—INTERPRETATIONS AND ADDENDA**

- 6.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 6.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Owner in writing. Contact information and submittal procedures for such questions are as follows:
  - A. **Submit all questions to the attention of Ron Sundberg, Trinidad Rancheria Natural Resources Department Director at [ronsundberg@trinidadrancheria.com](mailto:ronsundberg@trinidadrancheria.com) by 5:00 pm, 22 August, 2025**
- 6.03 Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received after the question deadline will not be answered.
- 6.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## **ARTICLE 7—BID SECURITY**

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the Contract document requirements. Such Bid bond will be issued in the form included in the Bidding Documents.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may



consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 8—CONTRACT TIMES**

- 8.01 The dates by which the Work is to be substantially completed and ready for final payment, are set forth in the Agreement.
- 8.02 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion of the Work in readiness for final payment are set forth in the Agreement.

#### **ARTICLE 9—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 9.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 9.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 10—PREPARATION OF BID**

- 10.01 The Bid Form is included with the Bidding Documents.
  - A. All blanks on the Bid Form must be completed in ink or typewritten and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 10.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid either on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents or through edit of the Electronic Document with Bid information. The copy of the Bid Form must be clearly legible, scanned or printed to PDF file as 8½ inch by 11-inch page size and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in

appearance from the original version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 10.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 10.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 10.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 10.06 A Bid by an individual must show the Bidder's name and official address.
- 10.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 10.08 All names must be printed in ink below the signatures.
- 10.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 10.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 10.11 The Bid must contain evidence of Bidder's authority to do business where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 10.12 If Bidder is required to be licensed to submit a Bid or perform the Work where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 11—BASIS OF BID**

##### **11.01 *Lump Sum***

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

##### **11.02 *Base Bid with Alternates***

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

## ARTICLE 12—SUBMITTAL OF BID

- 12.01 For Email Submittal: A Bid must be received no later than the date and time prescribed and at the email address indicated in the Advertisement for Bids and must be provided with the Subject title: **Bid for Site #4 Low Impact Development Project**. The email must include the name and address of Bidder, and must be accompanied by the Bid security and other required documents as indicated in the Bid Documents. Bid Document attachments to email as Bid shall be in PDF format. In the case that more than one email is required to transmit the Bid as attachments, the email subject must include sequence number, and each email must include name and address of Bidder. Email submittals are subject to standard email limitations including, but not limited to, number of email sent per day and email and attachment size. Email and attachment size between 10 MB and 25 MB may be rejected by the Bidder email provider or in transmission to the receiving email; however, email and attachment size up to 25 MB may be received for submittal. It is the Bidder's responsibility to ensure that all required Bid Documents are successfully received before the deadline. Bidders may contact the Owner's Contact or Issuing Office to confirm receipt of the Bid.

For Mail Hardcopy Submittal: A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, **Bid for Site #4 Low Impact Development Project**, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED**". A mailed **Bid must be addressed to the Issuing Office**, designated in the Advertisement. It is the Bidder's responsibility to ensure that all required Bid Documents are successfully received before the deadline. Bidders may contact the Owner's Contact or Issuing Office to confirm receipt of the Bid.

- 12.02 Bids received after the date and time prescribed for the opening of bids in the Advertisement for Bid, or not submitted in the designated manner, will not be accepted and will be returned to the Bidder. If submitted as hardcopy by mail, the Bid mail will be rejected and returned unopened. If Bid is submitted by email in error according to above submittal requirements, email response will note rejection in the subject title.

## ARTICLE 13—MODIFICATION AND WITHDRAWAL OF BID

- 13.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted

prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 13.01 and submit a new Bid prior to the date and time for the opening of Bids.

#### **ARTICLE 14—OPENING OF BIDS**

- 14.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 15.01 All Bids will remain subject to acceptance for the period of time stated in these Instructions and Agreement, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 16—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 16.01 All bids are evaluated according to the Cher-Ae Heights Indian Community of the Trinidad Rancheria Procurement Policy, adopted by the Cher-Ae Heights Indian Community of the Trinidad Rancheria Tribal Council by Resolution #TC-18-08 on April 20, 2018. The effective date of this Statement is April 20, 2018.
- A. Issue the solicitation unrestricted to allow both non-Native American and qualified Native American-owned economic enterprises or organizations to submit bids and award shall be made to the qualified Native American-owned economic enterprises or organizations with the lowest responsive bid, if the bid is within the total maximum contract price established for the procurement and within the applicable range specified in bidding forms and documents of the lowest non-Native American bid price; or bidding forms and documents if the bid from the qualified Native American-owned enterprise or organization is within 10% range of the lowest, non-Native American firm will be given the opportunity to meet the lowest bid price, should the Native American-owned firm refuse to meet the lower price, the bid shall then be awarded to the responsive and responsible low bidder for the project.
- 16.02 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 16.03 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 16.04 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

16.05 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid according to the Cher-Ae Heights Indian Community of the Trinidad Rancheria Procurement Policy, as stated in Article 16, section 16.01, above.

16.06 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

16.07 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

16.08 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 17—BONDS AND INSURANCE**

17.01 Owner's requires performance and payment bonds and insurance. When the Bidder delivers the required Bid Documents to Owner, they must be accompanied by required bonds and insurance documentation.

17.02 Article 7, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

**ARTICLE 18—SIGNING OF AGREEMENT**

18.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents.

# AGREEMENT BETWEEN OWNER AND CONTRACTOR

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**The focus of the Cher-Ae Heights Indian Community of the Trinidad Rancheria Site #4 LID Project is construction of site stormwater quality control elements. These elements include three flow through planters, two trench drains, two rainwater catchment gutter and tank systems, an oil / water separator and associated piping connection, a cut off ditch to energy dissipater, and planting and rehabilitation of an existing rain garden. Application of parking lot surface sealing coat and parking striping will complete the project. Project tasks are subject to phase schedule and additive alternative choice by Owner per the Advertisement for Bids.**

1.01

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**Installation and construction of Low Impact Development and stormwater quality control features at Trinidad Rancheria Site #4**

## ARTICLE 3—CONTRACT TIMES

3.01 *Time is of the Essence*

A. All time limits for Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Dates*

A. The Work will be substantially complete according to the phased schedule as provided in the Advertisement, and completed and ready for final payment in accordance the General Conditions.

3.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Completion of Work:* If Contractor shall neglect, refuse, or fail to complete the Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1000** for each day that expires after such time until the Work is completed and ready for final payment.

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 3.04 *Special Damages*

- A. If Contractor shall neglect, refuse, or fail to complete the Work within the Contract Times, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 3.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- B. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### ARTICLE 4—CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### ARTICLE 5—PAYMENT PROCEDURES

#### 5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

#### 5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment each month during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of the value of the Work completed, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold as retainage, including but not limited to liquidated damages, in accordance with the Contract.
    - a. Owner shall withhold **10** percent of the value of the Work completed as retainage.

#### 5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with the General Conditions upon approval of final work completion as agreed by both the owner the and contractor.

5.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**ARTICLE 6—CONTRACT DOCUMENTS**

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. Advertisement for Bids
  - 2. Instructions to Bidders for Construction Contract
  - 3. Agreement Between Owner and Contractor
  - 4. Contract Agreement
  - 5. Bid Form and Schedule
  - 6. Schedule of Subcontractors
  - 7. Bidder Statement of Qualifications
  - 8. Representation of Indian owned economic enterprises
  - 9. Non-Collusive Affidavit
  - 10. Certificate of Liability Insurance (not attached, to be provided by successful bidder)
  - 11. Certificate of Worker's Compensation Insurance (not attached, to be provided by successful bidder)
  - 12. Bonds:
    - a. Bid bond
    - b. Performance bond.
    - c. Payment bond.
  - 13. Drawings listed on the attached sheet index.
  - 14. Section 6, Project Work Plan, and Section 7, Project Construction Schedule of the Technical Report for the Site #4 Low Impact Development Project, by NorthPoint Consulting Group, dated February, 2025 (not attached, to be provided by Owner as requested)
  - 15. Addenda.
  - 16. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.



- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **7.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 6. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - 7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - 8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**CONTRACT AGREEMENT**

**SITE #4 LOW IMPACT DEVELOPMENT PROJECT**

**THIS CONTRACT AGREEMENT IS BETWEEN:**

Cher-Ae Heights Indian Community  
of the Trinidad Rancheria  
P.O. Box 630  
Trinidad, CA 95570  
707-677-0211

Contractor Information  
Name  
Address  
City, State, ZIP  
Phone

\*\*\*\*\*

**FOR THE TRINIDAD RANCHERIA TRIBAL COUNCIL**

**Department:** Natural Resource Department

**Contact Person:** Ron Sundberg, Natural Resource Department Director

**Phone Number:** (707) 825-2738

\*\*\*\*\*

**Brief Description of Contract:**

To Construct the Project, located in Trinidad Rancheria Proper, Trinidad California, according to all PLANS and CONTRACT DOCUMENTS as indicated in the attached Agreement Between Owner and Contractor Article 6

20xx-xx-xxx  
Contract Number

\_\_\_\_\_  
Fiscal Department

\_\_\_\_\_  
Date

**Reviewed By These Departments:**

CEO: \_\_\_\_\_

FISCAL: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **Independent Contractor Agreement**

### **CONTRACT FOR SERVICES**

This Contract Agreement, made this day, [Day, Month, Date, Year] between [Contractor], hereinafter called Contractor, and the Cher-Ae Heights Indian Community of the Trinidad Rancheria, hereinafter called Tribe, witnesseth:

#### **1. Effective Dates**

This Agreement shall become effective as of the date of execution by Tribe, and shall continue until [Day, Month, Date, Year] or the work under this contract is 100 percent completed and accepted unless amended or terminated in accordance with the provisions in Articles 20, 21 or 22 of this agreement.

#### **2. Independent Contractor**

It is the express intent of the parties that Contractor is an independent Contractor and not any employee, agent, joint venture or partner of the Tribe. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Tribe and Contractor or any employee or agent of Contractor. All work product developed by Contractor shall be deemed owned and assigned to Tribe. This Agreement is not authority for Contractor to act for Tribe as its agent or make commitments for Tribe. Contractor retains the discretion in performing the tasks assigned within the scope of work specified. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement so long as the performance of these services does not interfere or conflict with the completion of the Project.

#### **3. Taxpayer Identification Number**

Prior to commencing the Project, Contractor must provide Tribe with a valid Employer Identification Number (EIN) from the IRS. If Contractor does not have a valid EIN, Contractor must complete and submit a duly executed Form W-9 to the IRS and obtain an EIN before payment can be made.

a. [Contractor] EIN # \_\_\_\_ - \_\_\_\_\_

#### **4. Tax Reporting and Filing**

Contractor acknowledges and agrees that he/she shall be responsible (as a self-employed individual) for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by

Contractor under this Agreement. Tribe will not withhold any employment taxes from compensation it pays Contractor. Rather, Tribe will report the amount it pays Contractor on IRS Forms 1099, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law. Contractor is not the Tribe's employee, and Contractor is responsible for paying all required state and federal taxes.

## 5. No Benefits

None of the benefits, if any, which are provided by the Tribe to its employees, shall be available to Contractor (or his employees, or sub-Contractors, if any, which for purposes of this paragraph shall be included in the term "Contractor").

Contractor's exclusion from benefit programs maintained by Tribe is a material term of the terms of compensation negotiated by the Parties and is not premised on Contractor's status as a non-employee with respect to Tribe. To the extent that Contractor may become eligible for any benefit programs maintained by Tribe (regardless of the timing of or reason for eligibility). Contractor hereby waives the right to participate in these programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's status under the common law test. Contractor agrees that, consistent with an independent Contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

## 6. Project Covered

The Tribe hereby engages Contractor to provide the following services, which the Contractor hereby agrees to perform, hereinafter called the Project.

- a. Contractor shall perform all of the work described in the **complete bidding and contracting documents** (hereinafter referred to as the Contract Documents) and comply with the terms therein and commence and complete the entire Project.
- b. Contractor shall furnish, at the contractor's expense, all materials, supplies, tools, equipment, labor transportation, utilities, cost of construction, and other services necessary for the construction and completion of the Project.
- c. Contractor shall commence the work required by the Contract Documents within 14 calendar days of the Notice to Proceed.
- d. Contractor shall complete all construction activities by **[SPELL - TOTAL NUMBER OF DAYS] (NUMBER) Calendar Days** unless the period of construction is extended by change order or modification of the contract made in accordance with this contract.
- e. Contractor shall perform all of the work describe in the Contract Documents and comply with the terms therein for the sum of **[SPELL – CONTRACT AMOUNT]** as stated in the Bid Schedule submitted by the Contractor and incorporated herein

by reference, as such sum(s) may be amended by change order or modification of the contract made in accordance with this contract.

- f. In accordance with Article 3 of the Agreement Between Owner and Contractor, Contract Times and Liquidated Damages, Liquidated Damages for this contract shall be one thousand dollars **(\$1,000.00) US Currency per calendar day**.
- g. Per Article 5, Payment Procedures, of the Agreement Between Owner and Contractor. Retention of 10% of the contract amount will be withheld and paid thirty calendar days after project completion and approval. Prime contractors shall not withhold retention from sub-contractors.

## **7. Change Orders**

Change Orders may be issued periodically to alter the contract work, sum, or schedule to deal with unanticipated conditions or events. Change Orders shall be written and shall be effective only after being processed by the Tribe, which includes review by the CEO, approval by the Tribal Chair, and execution by the Project Manager. The Contract Sum and Contract Time may only be changed by Change Order.

## **8. Method of Performing Services**

Contractor will determine the method, details and means of performing the above-described services in compliance with the terms of this contract. The Contractor shall provide all services in accordance with applicable, local, tribal, state, federal laws, and the terms and conditions of this agreement.

## **9. No Training or Instructions**

Tribe enters into this Agreement based on Contractor's demonstrated ability to perform the type of services that it believes, and that Contractor has represented, are needed to accomplish the Project. Consequently, the Tribe does not contemplate providing Contractor with any training or instructions with respect to the Project.

## **10. Employment of Assistants**

Contractor may, at Contractor's own expense, employ such assistants, as Contractor deems necessary to perform the services required of Contractor by this Agreement. The Tribe may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of unemployment insurance, Social Security, disability insurance and other applicable withholdings. Contractor agrees to provide proof of workers' compensation insurance for assistants he/she engages. Contractor is responsible for acts or omissions of employees, sub-Contractors and other persons performing portions of work under the contract for the Contractor. Contractor agrees to hold Tribe harmless against all liabilities attributable to the obligations imposed on Contractor under this Paragraph.

## **11. Compensation**

- a. In consideration for the services to be performed by Contractor, Tribe agrees to pay Contractor:

**[\$contract amount]**

- b. Payment for work rendered by Contractor shall be made from Account Number:

**[account numbers]**

## **12. Method of Payment**

- a. Invoices: Contractor shall submit invoices by the 10th of each month, for all work rendered during the preceding month. Per Payment Procedures section of the official bidding documents (Schedule of Values for this Project to match section Bid Schedule as submitted with the Contractors bid) as such sum(s) may be amended by change order or modification of the contract made in accordance with this Contract.
- b. Date for payment of compensation: Invoices received for work completed, and accepted according to terms, conditions, and specifications of this Contract will be processed and checks issued (not to exceed 60 days from the date the invoice is received) by the Trinidad Rancheria Fiscal Department

## **13. Equipment, Tools, Materials, or Supplies**

Contractor shall provide all equipment, tools, materials, or supplies. Tribe shall not be responsible for expenses incurred by Contractor in performing services for Tribe.

## **14. Liability Insurance**

Contractor is required to keep in force a valid workmen's comp. insurance policy covering his workers during the time of construction, and to take precautions that subcontractors are doing the same. Tribe's employees and agents are not the responsibility of the Contractor for such coverage.

Contractor shall keep in force a policy of general liability with a one million dollar per occurrence limit and name the Tribe as additional insured. Dated coverage sheets for contractor's required insurance shall be provided.

## **15. Contractor's Business Activities**

- a. Contractor is an independent Contractor and may engage in other business activities at the same time service is provided to Tribe.
- b. Contractor shall not during the term of this Agreement solicit Tribe's employees or accounts on behalf of Contractor or another entity.

- c. Contractor shall devote such time, attention, and energy to the business and affairs of Tribe as requested by Tribe, and in any event no less than the amount of time required to do a satisfactory completion of the required Project.

## **16. Confidential Information**

Contractor shall not disclose, publish, or authorize others to publish design data, trade secrets, drawings, specifications, reports or other information pertaining to the work assigned to Contractor by Tribe. Contractor agrees to refrain from disclosing, during the term of this Agreement, or at any time thereafter, any of the information to any third person or persons, or business organizations without the prior written consent of the Tribe.

## **17. Representations and Warranties.**

Contractor represents and warrants:

- a. That Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor's undertaking this relationship with Tribe.
- b. That the performance of the services called for by this Agreement do not and will not violate any applicable law, rule, or regulation or any proprietary or other right of any third party.
- c. That Contractor has not entered or will enter into any agreement (whether oral or written) in conflict with this Agreement.

## **18. Assignment**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

## **19. Cooperation of Tribe**

Tribe agrees to comply with all reasonable requests of Contractor (and provide access to all documents) reasonably necessary to the performance of Contractor's duties under this Agreement. Tribe guarantees that Contractor and his employees and agents shall have right of entry to the premises for the duration of the Project, and that if entry is denied for any reason, no action against Contractor shall be valid for nonperformance or delay of Project.

## **20. Termination**

Either party may terminate this Agreement upon ten (10) days written notice to the address of the other party contained in this Agreement.



## **21. Termination by Default or Material Breach**

In the case of default or material breach of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice, only after providing the breaching Party with notice of the breach and the breaching Party fails to cure the breach within ten (10) days after receipt of the notice of breach. For the purposes of this section, a material breach of this Agreement shall include, but not be limited to the following: failure to provide services as specified, failure to complete project within the time specified in Section 1.

## **22. Termination for Failure to Make Agreed-Upon Payments**

Should Tribe fail to pay Contractor all or any part of the compensation set forth in Article 4 of this Agreement as specified, Contractor may terminate this Agreement if Tribe does not remedy such failure within thirty (30) days of receipt of written notice from Contractor of the breach.

## **23. Notices**

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address as set forth in this section:

If to Contractor:

**[ Contracting ]**  
**Attn: [   ]**

**Eureka, CA 95501**  
**Phone: xxxx**

If to Tribe:

**Trinidad Rancheria**  
**Attn: Garth Sundberg**  
**PO Box 630**  
**Trinidad, CA 95570**  
**Phone: 707-677-0211**

## **24. Indemnification Agreement**

To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, hold harmless and indemnify Trinidad Rancheria and its elected officials, officers, employees, successors, assigns (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, expenses, judgments, penalties, liens, and losses of any nature whatsoever, (collectively "Liabilities"), in law or equity, but only to the extent such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that

Consultant shall bear the legal liability thereof) in the performance of this Agreement except for Liabilities arising from the negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant has no obligation to pay for any of the indemnitees' defense related cost prior to a determination of fault or to pay any cost of defense amount that exceeds Consultant's determined percentage of fault based upon the comparative fault of Consultant.

## **25. Entire Agreement of the Parties**

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Tribe and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

## **26. Limited Waiver of Sovereign Immunity**

- (a) PROJECT OWNER is a federally recognized Indian tribe, and as such possesses sovereign immunity from suit. By executing this Contract, and notwithstanding any other provision herein, PROJECT OWNER does not waive, limit or modify its sovereign immunity from unconsented suit, arbitration, or judicial litigation, which immunity is hereby expressly reserved and asserted, except as expressly provided for in this provision of this Contract titled "Limited Waiver of Sovereign Immunity."
- (b) Scope of Waiver of Sovereign Immunity. Subject to the terms and conditions contained in this section, PROJECT OWNER hereby expressly grants to the Contractor (and to no other party) an irrevocable limited waiver of PROJECT OWNER's sovereign immunity from unconsented suit and consents irrevocably and to suit exclusively in accordance with the terms of this section.
- (c) Procedural Requirements. The limited waiver by PROJECT OWNER of its sovereign immunity as to unconsented suit is effective if, and only if, each and every one of the following conditions is met:
  - 1. The claim is made by the Contractor and not by any other person or entity whatsoever.
  - 2. The claim alleges a breach by PROJECT OWNER of one or more of the specific obligations or duties expressly assumed by PROJECT OWNER under the terms of this Contract.
  - 3. The claim seeks either payment of a specified sum, or some specific action or discontinuance of some action, by PROJECT OWNER to bring PROJECT OWNER into full compliance with the duties and obligations expressly assumed by PROJECT OWNER under this Contract.
  - 4. The claim is made in a detailed written statement to PROJECT OWNER, which is provided to PROJECT OWNER within 30 days after the claim accrues or is discovered on the exercise of due diligence, stating the specific action or discontinuance of action by PROJECT OWNER that would cure the alleged breach or non-performance, or the sum of money claimed to be due and owing from PROJECT OWNER to the Contractor by reason of such specific breach

or non-performance of this Contract, and PROJECT OWNER shall have 30 calendar days to cure or cause the cure of such breach or non-performance or to make such payment before judicial proceedings may be instituted; Provided, however, that this cure period may be reasonably extended in the sole discretion of the Contractor as long as PROJECT OWNER is making a good faith effort to cure such breach or non-performance; and

5. Notwithstanding any applicable statute of limitations or other law, with respect to any claim authorized herein, initial suit, as authorized herein, shall be commenced within the later of one (1) year after the claim accrues or is discovered on the exercise of due diligence, or such claim shall be forever barred.

(d) Additional Limitations on Waiver.

1. Effective Duration of the Waiver. Notwithstanding any applicable statute of limitations or other law, and notwithstanding any other terms or conditions in this section or this Contract, the limited waiver granted herein shall be enforceable only for one (1) year following the date of the termination of this Contract, and only as to claims arising during the effective period of this Contract, except that the waiver shall remain effective for any proceedings then pending and all appeals therefrom.
2. Recipient of Waiver. The recipient of the benefit of this limited waiver of sovereign immunity is only the Contractor. This limited waiver of sovereign immunity shall not extend to or be used for or to the benefit of any other person or entity of any kind or description, whatsoever, including any successor or assign of the Contractor.
3. Types of Claims Allowed. This waiver of immunity is strictly limited to suits seeking payment of amounts purportedly owed under the provisions of this Contract or for other breach or non-performance under this Contract. PROJECT OWNER does not waive its sovereign immunity with respect to any other theories of recovery.
4. Jurisdiction. To the extent jurisdiction obtains, the Parties consent to the jurisdiction of, venue in, to be sued in, and to accept and be bound by any order or judgment of only the following courts: Humboldt County Superior Court and any appellate court of competent jurisdiction on appeal thereof.
5. Governing Law. Any disputes or matters of interpretation of this Contract shall be governed by the law of the Trinidad Rancheria. If there is no law of the Trinidad Rancheria on point, the parties and court shall look first to the law of the United States of America, and then, if there is no applicable United States' law, the law of the State of California.
6. Limits on Assets Available to Satisfy Judgment. Except as expressly stated herein, nothing in this section or this Contract shall be construed as a waiver or consent to the levy of any judgment, lien, or attachment on any property, interest in property or income of PROJECT OWNER other than the following. A judgment for or award of money damages against PROJECT OWNER pursuant to the limited waiver of sovereign immunity as set forth in this section may be satisfied only from the following proceeds of PROJECT OWNER: revenues earned from the operation of the Trinidad pier, restaurant, vacation

rental, boat storage and moorage operations, parking operations, and, to the extent available and allowed under applicable law, the grant funds awarded to PROJECT OWNER for payment of the costs of this Project. Provided, however, that such limited waiver of immunity specifically does not allow for recovery of attorney's fees or costs or expenses, post-judgment interest, or consequential or punitive damages.

## **27. Termination for Convenience of the Tribe**

The Chairman of the Tribe, by written notice, may terminate this contract subject to Section 20, in whole, or in part, when it is in the Tribe's interest. If this contract is terminated, the Tribe shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

## **28. Waivers**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and condition, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

## **29. Modification of Agreement**

Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

## **30. Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws and ordinances of the Trinidad Rancheria. The parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in the Humboldt County Superior, and the parties expressly consent to the jurisdiction of the Humboldt County Superior Court and to venue therein and consent to service of process in any such action or proceeding by certified registered mail of the summons and complaint therein directed to the parties at their respective addresses set forth in this Agreement. By agreeing to this venue, the Tribe does not waive its sovereign immunity, or its right to raise sovereign immunity as a defense.

## **31. Headings**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

### 32. Independent Counsel

Contractor acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement. Contractor has read and understands this Agreement and is fully aware of its legal effect and that Contractor has entered into it freely and voluntarily and based on Contractor's own judgment, and not on any representations or promises other than those contained in this Agreement.

The Parties have duly executed this Agreement as of the date first written above.

---

[name],  
[ Contracting]

---

Date

---

Robert Hemsted,  
Vice-Tribal Chairman

---

Date

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

Project Drawings Sheet Index

Number	Sheet	Sheet Title	Sheet Description
1	C0	Cover Sheet	Project Description, Project Information, Vicinity Map, Gen Notes, Contractor Notes, Drawing Sheet Index
2	C0.1	General Notes & Specifications	Legend, Abbreviations, Section Notation, General Notes, and Specification notes
3	C1	Existing Site	Site plan showing existing conditions
4	C2	Proposed Site	Site plan showing proposed site improvements
5	C2.1	Site Control	Site Plan showing proposed features layout with horizontal and vertical controls
6	C3	Section Views	Site sections showing features of improvements
7	C4	Sections Views 2	Site sections showing features of improvements
8	C5	Detail 1	Details of Tank Installation Site
9	C6	Site Details	Details of construction
10	C7	Planting Plan	Plan for planting and Rain Garden Improvement

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

**BID FORM**

Proposal By Corporation, Partnership, Individual, etc., (Bidder) organized and existing under the laws of the State of California, doing business as:

---

To the **Cher-Ae Heights Indian Community of the Trinidad Rancheria** (Owner),

In response to the Advertisement for Bids for the construction of the **Site #4 Low Impact Development Project** (Project), Bidder proposes to perform all Work for the completion of the project as described by the Contract Documents, within the time indicated by the Advertisement and Agreement, and for the amounts given below and in the Bid Schedule (attached).

By submitting this Bid, the Bidder and subcontractors and associated parties certify that this Bid has been considered and arrived at independently, without consultation, communication, or agreement as to details of this Bid with any other Bidder or competitor.

Bidder agrees to commence work under this contract on or before the date to be specified in the Notice to Proceed, and to fully complete the Project within the schedule as indicated in the Advertisement and Agreement and other Contract Documents. Bidder represents that it has examined the articles of the Agreement and has considered terms including liquidated damages.

Bidder agrees to perform all Work described in the Contract Documents for the prices and costs provided below and in the attached Bid Schedule:

**Total Amount of Bid for all Project Work:**

---

(Numerical Amount)

---

(Written Amount)

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

**Bid Submitted:**

**Date:** \_\_\_\_\_

**Bidder:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**California Contractor License No.**

\_\_\_\_\_

**License Expiration Date**

\_\_\_\_\_

**Qualified Representative Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_



Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

**TRINIDAD RANCHERIA SITE #4 BID SCHEDULE**

<b>Bid Item</b>	<b>Unit</b>	<b>Total Cost</b>
<b>Phase 1</b>		
Mobilization/Demobilization	LS	
<u>Install Parking Lot Trench Drain</u>		
Earthwork : sawcut, surface removal, excavation, backfill	LS	
Drain Structure construction	LS	
Piping and appurtenances installation	LS	
Asphalt Concrete placement	LS	
<u>Install Trench Drain &amp; Oil/Water Separator</u>		
Earthwork: sawcut, surface removal, excavation, backfill	LS	
Drain Structure construction	LS	
Piping and appurtenances installation	LS	
Oil / Water Separator Tank	LS	
Asphalt Concrete placement	LS	
<b>Base Bid, Phase 1 Total:</b>		
<b>Phase 2</b>		
Mobilization/Demobilization	LS	
<u>Install Flow Through Planters</u>		
Earthwork : sawcut, surface removal, excavation, backfill	LS	
Curb Structure construction	LS	
Light Pole Relocation	LS	
Pervious planter backfill	LS	
Planting	LS	
<b>Additive Alternative, Phase 2 Total:</b>		
<b>Phase 3</b>		
Mobilization/Demobilization	LS	
<u>Install Gutters &amp; Rainwater Catchment Tanks</u>		
Earthwork: clear and grub, aggregate base	LS	
Construction concrete slab foundations	LS	
Install Water Tanks	LS	
Install gutters, piping, and appurtenances	LS	
<u>Construct swale on north boundary of development</u>		
Earthwork: clear and grub, excavation, rock placement	LS	
Construct Rip Rap energy dissipater	LS	
<u>Historic Rain Garden Rehabilitation</u>		
Outlet protection installation	LS	
Replanting	LS	
<u>Parking Lot Treatment</u>		
Cover and seal asphalt	LS	
Stripe - 59 parking spots	LS	
<b>Additive Alternative, Phase 3 Total:</b>		
<b>BMP / Site Stabilization</b>		
<b>Construction Total:</b>		

**BIDDER STATEMENT OF QUALIFICATIONS**

**Legal Business Name:** \_\_\_\_\_

**D.B.A.:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**SSN or EIN:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**CA State License Number:** \_\_\_\_\_ **Type(s):** \_\_\_\_\_

**DUNS:** \_\_\_\_\_

**Business Founded:** \_\_\_\_\_ **Number of Employees:** \_\_\_\_\_

Equal Opportunity Employer? **Yes / No (Circle One)**

Are you eligible to perform stat or federal government work? **Yes / No (Circle One)**

**Bank Reference:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Insurance Carrier:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List three similar construction projects completed within the last five years. Provide name, address, point of contact, and contact number for each project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

List Major Construction projects the business is currently under contract to perform. Include projects that the business will likely perform work for during the schedule of the Project according to the Advertisement for Bids:

[illegible]

List the applicable Work experience of the individuals of the business that will contribute to the leadership, organization, planning, direction, and execution of the Project. Include the Name, Title, and Experience:

[illegible]

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

Has your business or individuals contributing to leadership, organization, planning, or direction of the Work ever held a position in leadership, organization, planning, or direction of business that has been held responsible for failure to complete a construction project contract?

**Yes / No**

If yes provide a description of each occurrence:

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Has your business received any citation or been assessed penalties for safety violations while performing work under contract?

**Yes / No**

If yes, provide a description of each citation:

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Has your business been found to have violated any prevailing wage or labor code provision in the previous (5) five years?

**Yes / No**

If yes, provide a description of each occurrence:

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Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

Has your business had any actions against a contract for cause associated with any project in the previous (5) five years?

**Yes / No**

If yes, provide a description of each occurrence. Include the following information: claim amount, settlement amount, contact name, contact number.

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Has your business or individuals contributing to leadership, organization, planning, or direction of the Work ever held a position in leadership, organization, planning, or direction of business that has been in anyway prevented from bidding on or completing any public works projects for any reason in the last (5) five years?

**Yes / No**

If yes provide a description of each occurrence. Include the following information: contact name and contact number.

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Has your business been denied award of a public works contract in the last (5) five years based on finding that your business was not a responsible bidder?

**Yes / No**

If yes provide a description of each occurrence. Include the following information: contact name and contact number.

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Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

Has your business paid liquidated damages after completion of a project under a construction contract in the last (5) five years?

**Yes / No**

If yes provide a description of each occurrence. Include the following information: contact name and contact number.

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**Conflict of Interest**

Explain any relation to any employee or governing board of the Cher-Ae Heights Indian Community of the Trinidad Rancheria:

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By signing below, the business and associated officers, directors, and leaders do attest that the information provided is true and correct to the furthest extent of their knowledge. The business also acknowledges that deliberate falsification or omission of information submitted under this section can and will be grounds for disqualification as a responsible Bidder for the Project.

Signature of Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of License Holder (if varies from above): \_\_\_\_\_

Date: \_\_\_\_\_

**BUY INDIAN ACT  
INDIAN ECONOMIC ENTERPRISE  
REPRESENTATION FORM**

**PROJECT TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

In accordance with 25 U.S.C. 47 the Buy Indian Act, the signature below constitutes self-certification that the Bidder meets the definition of an "Indian Economic Enterprise" (HHSAR 326.601) in response to this solicitation and resultant Agreement.

The enterprise must meet the definition of "Indian Economic Enterprise" throughout the following time periods:

- (1) At the time an offer is made in response to this solicitation;
- (2) At the time of contract award; and
- (3) During the full term of the contract performance period. At any point during these periods, if the Contractor no longer meets the eligibility requirements, the contractor must provide immediate written notification to the Contracting Officer.

Owner may require documentation of eligibility before awarding contracts under the Buy Indian Act and awards may be subject to protest if the eligibility of the successful Bidder is in question.

Any false or misleading information submitted by an enterprise when submitting an offer in consideration of an award under the authority of the Buy Indian Act is a violation of the law and punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

**REPRESENTATION**

The Bidder represents as part of its offer that it

does ☐,

does not ☐

meet the definition of an "Indian Economic Enterprise" with "Indian ownership" under the authority of the Buy Indian Act.

\_\_\_\_\_  
**Name of Federally Recognized Tribal Entity**

\_\_\_\_\_  
**Business Name**

\_\_\_\_\_  
**DUNS Number**

\_\_\_\_\_  
**Name of the 51% owner of IEE Firm**

\_\_\_\_\_  
**Certifying Signature**

\_\_\_\_\_  
**Print Name**

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

**SURETY BID BOND FORM**

KNOW ALL PERSONS BY THESE PRESENT, that we, the undersigned,

\_\_\_\_\_ As Principal, and

\_\_\_\_\_ As Surety, are  
hereby held and firmly bound unto the **Trinidad Rancheria**, as Owner in the penal sum of

\_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly  
and severally bind ourselves, successors, and assignees.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the completion of the **Trinidad Rancheria Site #4 Low Impact Development Project** and all other appurtenant items in strict accordance with the contract documents, within the time set forth therein, and at the prices stated in the Bid Schedule.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for their faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation, shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.



Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_

Principal

BY: \_\_\_\_\_ (Seal)

\_\_\_\_\_

Surety

BY: \_\_\_\_\_ (Seal)

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the state of California.

## SCHEDULE OF SUBCONTRACTORS

As provided in the Instructions to Bidders for Construction Contract and the Agreement Between Owner and Contractor, the Bidder certifies that it has used cost for Work provided by the following subcontractors to arrive at a bid for the Project, and that the subcontractors listed below will provide a the portion of the Work for which they provided cost information.

[illegible]

The list of subcontractors above is provided in compliance with the California Subletting and Subcontracting Fair Practices Act, Public Code Section 4100-4113. Bidder certifies and warrants that the subcontractors listed above are licensed by the State of California at the time of performance to execute the portion of work they will be responsible to complete. Bidder also certifies that, if awarded, Bidder will fully and promptly comply with payment requirements for “satisfactory” performance.

**Bidder:** \_\_\_\_\_

**Name / Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

**PAYMENT BOND FORM**

KNOW ALL PERSONS BY THESE PRESENT: that

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(Name and Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_  
(Corporation Partnership or Individual) (Name and Address of Surety)

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hereinafter called Surety, are held and firmly bound unto the **Trinidad Rancheria**, hereinafter called Owner, in the penal sum of \$ \_\_\_\_\_ representing one-hundred percent (100%) of the contract amount, in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the completion of the **Trinidad Rancheria Site #4 Low Impact Development Project** including the work as described in the Advertisement, Instructions to Bidders, and Contract Documents, and all other appurtenant items in strict accordance with the contract documents, within the time set forth therein, and at the prices stated in the Bid Schedule.

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, rent of equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK.

PROVIDED FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterpart one of  
which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Principal) (SEAL)

BY: \_\_\_\_\_  
(Signature for Principal)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
(Principal Secretary)

WITNESS: \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

BY: \_\_\_\_\_ (SEAL)  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
(Surety Secretary)

WITNESS: \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Principal is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State where the PROJECT is located.

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

**PERFORMANCE BOND FORM**

KNOW ALL PERSONS BY THESE PRESENT: that

\_\_\_\_\_  
(Name and Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_  
(Corporation Partnership or Individual) (Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto the **Trinidad Rancheria**, hereinafter called Owner, in the penal sum of

\$ \_\_\_\_\_, being one-hundred percent (100%) of the contract amount in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the completion of the **Trinidad Rancheria Site #4 Low Impact Development Project** including the work as described in the Advertisement, Instructions to Bidders, and Contract Documents, and all other appurtenant items in strict accordance with the contract documents, within the time set forth therein, and at the prices stated in the Bid Schedule.

NOW THEREFORE, if the Principal shall, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK.

PROVIDED FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counterparts one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Principal)

(SEAL)

BY: \_\_\_\_\_  
(Signature for Principal)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
(Principal Secretary)

WITNESS: \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

BY: \_\_\_\_\_  
(Attorney-in-Fact)

(SEAL)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
(Surety Secretary)

WITNESS: \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Principal is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State where the PROJECT is located.

**NON-COLLUSION AFFIDAVIT**

The undersigned Bidder or agent, being duly sworn on oath, declares that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further declares that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**Oath and Affirmation**

I hereby affirm under the penalties for perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Signature

**Acknowledgement**

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public Signature \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Seal)

Cher-Ae Heights Indian Community of the Trinidad Rancheria  
Site #4 Low Impact Development Project

**Addendum Receipt Acknowledgement Form**

Receipt of Acknowledgement:

My firm received Addendum No. \_\_\_\_\_, consisting of \_\_\_\_\_pages, for the

\_\_\_\_\_

Project on \_\_\_\_\_, 20\_\_\_\_.

Name of Firm \_\_\_\_\_

Name (Print) \_\_\_\_\_

Name (Signature) \_\_\_\_\_

Date: \_\_\_\_\_