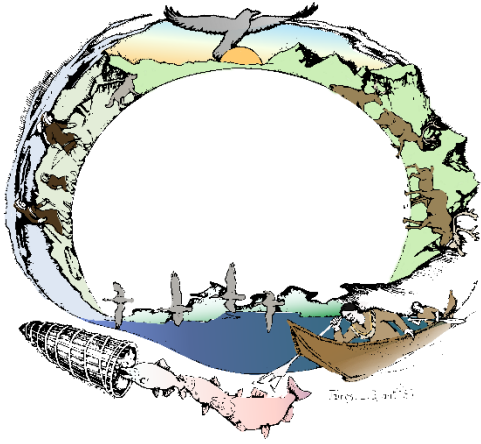




Tanana Chiefs Conference

The Native Village Of Birch Creek Is
Requesting Proposals For The Construction
Of Five Caribou Cabins In The Village Of
Birch Creek

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I. Solicitation

The village of Birch Creek is requesting proposals for the construction of up to five (5) , twelve foot by sixteen foot (12' X 16') Caribou Cabins.

Registration/Questions: Each contractor must declare their intent to propose on project by 1:00 PM AST July 31, 2026 via an email to Jacqueline Baalam @ jacqueline@birchcreektribe.org, and jeffery.murtiff@tananachiefs.org

Include firm name, address, telephone, email address, and name of contact person.

Site Visit: A site visit will be coordinated if requested.

Written Questions and Addenda Publication: All questions must be submitted in writing to Jacqueline Baalam @ jacqueline@birchcreektribe.org and Jeffery Murtiff @ jeffery.murtiff@tananachiefs.org no later than August 5, 2026.

Bid Submission Deadline: Bids must be received by email no later than 1:00 PM AST August 11, 2026 sent to jacqueline@birchcreektribe.org, and jeffery.murtiff@tananachiefs.org. Bids received after the time announced will not be considered.

Additional bid submission details:

- Only emailed electronic bids will be accepted - recommend setting a delivery and read receipt
- Bids will not be opened publicly
- Faxed bids will not be accepted

II. Project Overview

Tanana Chiefs Conference is a non-profit Tribal Organization who provides health services, education, training, and work force development opportunities to more than 10,000 Alaska Natives located in 42 Villages throughout Interior Alaska. Tanana Chiefs Conference is assisting Birch Creek with this project by providing project management.

The village of Birch Creek is located approximately 26 miles south of Fort Yukon. The village is located on the bank of Birch Creek. There is no barge service to Birch Creek. The airport in Birch Creek can accept larger freight planes.

Project Team:

Owner: The Village of Birch Creek

Project Manager: Jacqueline Baalam

Project Engineer:

Designer:

Project Delivery

Method: Design-Bid-Build

III. Scope of Work

Each bidder shall thoroughly examine the work area and be familiar with the contract documents. The failure or neglect of a bidder to receive or examine any contract document or any part thereof shall in no way relieve it from any obligations with respect to its Bid or to the contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of any contract document.

The scope of work will be to build five, SBS, 12' X 16' Caribou Cabin Kits all inclusive as described in Appendix B

/Ø **Inspections**

A substantial completion inspection shall be carried out by .ANŮÖK /NŮŠŠĹã representatives. At approval of the village of Birch Creek and the TCC project manager, with 5 days notice from Contractor.

- 5Ø **Work Plan & Schedule:** Immediately after the Notice of Intent to Award, the Contractor is responsible for developing and submitting a formal Work Plan & Schedule based on procurement of the required materials and phasing of the project. Contractor shall also submit for approval, product data for all products incorporated into the work. The Work Plan & Schedule will be used by the village of Birch Creek to notify village residents of upcoming activities and coordination. The Contractor will provide 2-week look ahead schedules as work progresses and update the document weekly during construction activities. The Work Plan & Schedule shall be submitted to the village of Birch Creek for review within 7 working days of the NOITA.

- 9Ø **Close-Out:** Contractor will provide as built drawings denoting variation from design, O&M data as applicable to equipment, and provide any on site owner training required to operate and maintain the equipment safely and effectively.

IV. Schedule

Issue Request for Bids to Contractors	August 11, 2026
Site Visit (10:00 AM)	NA
Deadline for Questions (5:00 PM AKT)	August 5, 2026
Receive and Open Bids (2:00 PM AKT)	August 11, 2026
Issue Notice of Intent to Award (NOITA)	August 13, 2026
Execute Construction Contract/Notice to Proceed	August 15, 2026
Substantial Completion	September 25, 2026

All dates are approximate and contingent upon the completion of previous activities.

V. Work Considerations/Restrictions

- A. **Site Access:** Village resident access to building entrances/exits, trails and roads must be maintained for the duration of construction. Contractor shall clearly demarcate access paths, so they are easily recognizable and safe.
- B. **Work Hours:** Contractors will be encouraged to work during the day. After-hour shifts are at the discretion and approval of the village of Birch Creek.
- C. **Contractor Staging Area:** A staging area will be designated by the village of Birch Creek and maintained by contractor. This will be coordinated with the village of Birch Creek.
- D. **Construction Debris:** All construction debris must be placed in a contractor-controlled dumpster or bin at the end of every shift. Debris will not be allowed to accumulate on site. Coordinate location of dumpster with the village of Birch Creek.
- E. **Restrooms:** Contractor shall provide temporary on-site provisions for construction personnel use for the duration of construction.

- F. **Road Closures:** Contractor shall be responsible to coordinate any road closures with the appropriate entities. A minimum of seven (7) days advance notice prior to the shutdown is required.
- G. **Construction Permit(s):** Contractor will be responsible for procuring construction permit(s), including permit fees, if applicable, prior to start of construction.
- H. **Inspections:** Contractor will be responsible for coordinating substantial completion and final completion inspections with the village of Birch Creek and TCC Project Manager. A minimum of five (5) days advance notice prior to the inspection is required.
- I. **Weekly Coordination Meetings:** Contractor is required to hold weekly construction coordination meetings with the village of Birch Creek and TCC. Time and place to be determined. Online or conference call format is acceptable (Teams)
- J. **Safety Considerations:** Contractor shall limit dust, excessive noise, aromas, and provide traffic controls as needed to provide a safe work environment for the project site. Contractor shall follow all applicable OSHA requirements for this project.
- K. **Warranty:** Contractor will be required to provide a one (1) year workmanship warranty. The warranty is to commence upon substantial acceptance of the work by the village of Birch Creek and TCC.

VI. Alaska Native or American Indian (AN/AI) Requirements

TCC endeavors for its projects to contribute to the growth and development of Alaska Native community we serve. Therefore, providing employment to AN/AI individuals during the project is required.

The prime contractor and its subcontractor firms are required to employ AN/AI workers in sufficient numbers to equal, at minimum, 25% of the project's total workload hours. Project's total workload is defined as the sum of prime contractor and subcontractor hours reported between mobilization and substantial completion.

It is at the contractor's sole discretion the extent of AN/AI employment required of its subcontractors as long as a minimum 25% of the project's total work load hours can be reported to AN/AI. However, TCC encourages local labor be sought first to meet AN/AI requirement.

Contractor is required to provide written notice in the event AN/AI requirements cannot be met, local labor shortages exist, or other AN/AI issues arise.

VII. Prevailing Wage

The Contractor is hereby notified this project falls under the provisions of the Davis-Bacon and Related Wage & Hour Requirements (DBRA). By submitting a bid, the Contractor acknowledges their understanding of these requirements for undertaking this construction project for the Owner.

Under the DBRA, covered Contractors must maintain payroll and basic records for all laborers and mechanics for the course of the work and for a period of three years thereafter. Some of the records required to be kept under the law are also required under the Fair Labor Standards Act. See Wage and Hour Division Fact Sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act (FLSA).

<http://www.dol.gov/whd/regs/compliance/whdfs21.pdf>

The Contractor is **not** required to submit these records to the Owner unless requested.

VIII. Bid Submission Requirements

Bidders shall complete the attached Bid Form (Appendix A) signed by an agent authorized to commit the company. Each Bid shall provide the Bid Amount in figures and in words. Provide a qualifications summary sheet with the bid form to include years of experience and 1 project including the name, scope of work and construction cost. Each bidder shall submit their bid in email with the subject line:

“BID – BIRCH CREEK CARIBOU CABINS”

Each Bid shall include specific acknowledgment of receipt of all addenda issued during the bidding period. Failure to do so may result in the Bid being rejected as not responsive.

Delivery Instructions: Email bids to jacqueline@birchcreektribe.org no later than the bid submission deadline stated on page 1 of this solicitation.

IX. Bid Evaluation

The Bid Form will be used to evaluate each bidder. TCC. The village of Birch Creek and TCC will evaluate bids and select the lowest qualified bidder. Lowest qualified bidder is defined as lowest price bid submitted and supported with evidence they meet minimum contractor requirements.

The village of Birch Creek and TCC reserves the right to not award any bids, award only certain portion(s) of the scope, or award the full scope of work. The project will be awarded to one Contractor.

X. Terms and Conditions

- A. **Waiver of Minor Informalities:** The village of Birch Creek expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor informalities" means matters of form rather than substance which are evident from the submittal or are insignificant matters that have negligible effect on price, quantity, quality, delivery or contractual conditions and can be waived or corrected without prejudice to the other Proposers.
- B. **Bid Preparation:** By submitting a qualifications statement in response to this solicitation, each Bidder acknowledges that the village of Birch Creek nor TCC shall not be liable to any person, company or representative for any costs incurred in preparation of their bid or any costs incurred in anticipation of the village of Birch Creek and TCC action approving or disapproving any proposed agreement.
- C. **Questions:** Only questions answered by formal written addenda to the solicitation will be binding; oral and other interpretations or clarifications will be without legal effect.
- D. **Bids:** The village of Birch Creek reserves the right to not award any Bids, award only certain segments, or award the full Bid. The Project will be awarded to one Contractor.

XI. Appendices

- APPENDIX A - Bid Form
- APPENDIX B - Supporting Documents
- APPENDIX C - Insurance
- APPENDIX D - Contract

APPENDIX A

Bid Form

XII. BID FORM

PROJECT:
BIRCH CREEK CARIBOU CABINS

•	_____
	(Bidder)
•	_____
	(Address)
•	_____
	(City, State, Zip)
•	_____
	(Phone)
•	_____
	(Date)
•	_____
	(AK Contractor License No.)

1) Pursuant to your notice to bidders inviting proposals for the construction described in the contract documents, of which this proposal is a part, the undersigned bidder hereby certifies and represents that it has examined and thoroughly understands the contract documents including the following: (If no addenda have been received, state "none").

Addenda No.

Date

-
- **2)** The undersigned bidder, having made such examinations and reached such understandings:

- (a) Accepts the obligations of a bidder incurred by submitting this proposal, and
- (b) Proposes to furnish insurance certificate or insurance policies, lump sum bid breakdown and to execute the contract as set forth in the RFQ.

UNDERSIGNED BIDDER SIGNATURE;

3) BID

In strict accordance with the contract requirements and existing conditions for the consideration of the following amount(s):

A. BID: Base Bid (Lump Sum)

All work associated with the project work including all materials, equipment and labor as described in the Request for Bids/Construction Documents.

_____ (\$ _____)
Total Cost (Words) Figure

The party by whom this proposal is submitted and by whom the contract will be entered into, if this proposal is accepted is a(n) _____, doing business at:

(Individual, Partnership or Corporation)

The listed address above, to which address notice of acceptance of proposal and all other written notices may be mailed or delivered until further written notice is given by the Tanana Chiefs Conference.

Legal Name of Bidding

Organization By: _____

Date: _____

APPENDIX B

Drawings & Supporting Documents

BIRCH CREEK CARIBOU CABINS SPECIFICATIONS

The selected contractor will construct five (5) SBS twelve foot by sixteen foot (12' X 16') Caribou Cabins. Each cabin will have the following installed.

- 1) The pier blocks provide with the cabin kit will each be installed on pads constructed of pressure treated 4" by 12" by 4' by 4'. The pads will be constructed of two layers of the timbers perpendicular to each other. Epoxy screw will be used to bind the timbers. Minimal fastening will be 8 screws per a linear length of each 4' by 12".
- 2) Toyo Heater Laser 531 WIFI, with factory install kit.
- 3) A Greer 200 gallon aboveground fuel tank. Greer 5' tank stand, AG tank cap set, Golden Rod Kit 1", GR596 filter element.
- 4) A Sirocco 3.0 stove body only, Door SC30 Black, Leg Kit SC20/30 cast iron black, Hearth Steel 36w x 48d wall black, Ultra Black 6" - 40" to 68", Excel flue piping, flashing, rain cap, support systems, roof base will be used for the flue pipe.
- 5) The ceilings, walls and floor will be insulated with R-38 fiberglass batts. The vapor barrier will be 6mil clear poly, all joints will be sealed with mastic and sealing tape. Rafter vents will be required.
- 6) The wall finishes will be 1/2" CDX plywood. The plywood will be primed and painted white. All interior trim will be painted white. All trim will be 1" x 4" pine, painted white.
- 7) The floor will be sheathed with 3/8" AC plywood. The finish floor will be Coretec Pro Classic V017 , 1005 Belmont Hickory.
- 8) All cabins will be provided with a 30", 4 burner 4.8 cuft. electric stove.
- 9) All cabins will be provided with a 1.6 cuft. over-the-range-microwave.
- 10) All cabins will be provided with a 30" wide 18.3 cuft. standard depth refrigerator with a top freezer.
- 11) Each cabin will have the following cabinets installed per the locations identified on the floor plan;
 - Two (2) ~ Denver 24-in W x 35-in H x 23.75-in D, Natural Hickory Base, Raised Panel.
 - Two (2) ~ Denver 24- in W x 30-in H x 12-in D, Natural Hickory Cabinet, Raised Panel
 - One (1) ~ 30-in W x 12-in H x 12-in D, Natural Hickory Wall Cabinet, raised Panel
- 12) The kitchen counter top for all five cabins will be Wilsonart Desert Springs, with the Desert Springs cove cap.
- 13) A 100 amp electrical service will be provided for each cabin. The meter will be installed per the information provided. The entry way door will not impinge on the electrical service.
- 14) Each cabin will be provided with a recessed 10 space panel box. The panel will contain one (1) 30-amp breaker. The remaining breakers will be 15-amp.

I C C EE CA I CA IN PEI ICA I N

- 15) A A A
- 16) E ED
- 17) E LED
- E independent P C
- 18) E IC E P C
- accessible The

location will be pre approved.

- 19) The 30 amp breaker will service the electric range. The Toyo, microwave, and refrigerator will be wired to independent 15 amp breakers.
- 20) A GFIC outlet will serve three outlets mounted above the kitchen counter top and be on an independent 15 amp breaker.
- 21) Four outlets will be spaced conveniently along the interior walls of the cabin. An independent 15 amp breaker will serve this circuit.
- 22) Each cabin will have a deadbolt lock set installed in the entry way door.
- 23) Each Cabin will have a stoop. The stoop will have code compliant hand rails.
- 24) Each cabin will have a set of code compliant stairs with code compliant hand rails from the stoop to the local ground elevation. The stairs will measure three feet wide inside the hand rails. The base of the stoop will be supported with a 2' by 4' pad. The pad will be constructed as described in Line #1.
- 25) The stoop, all handrails, stairs, and support pad will be constructed with pressure treated lumber.
- 26) Each Cabin will have one 5 pound fire extinguisher mounted at the code compliant height to the interior wall within six feet of the entry way door.

APPENDIX C

E I ED IN ANCE

INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, TCC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statute.

Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by the State of Alaska, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 per occurrence and \$2,000.00 in the aggregate.

Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single claim

Waiver of Subrogation. Contractor waives all rights against TCC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the above policies maintained pursuant to this agreement. Contractor shall obtain an endorsement to the above policies to affect this waiver.

APPENDIX D

Tanana Chiefs Conference Short Form Contract

Short Form Construction Contract

Caribou Cabin Construction Project

This Short Form Construction Contract (this "Contract") is entered into as of **[Effective Date]** by and between Birch Creek ("the Tribe") a federally recognized Tribe, whose address **[_____]**, and **[Contractor Legal Name]** ("Contractor"), a **[State/Entity Type]**, whose address is **[Contractor Address]** (collectively referred to as the "Parties").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Project.** This Contract is for the construction of five (5) caribou cabins in Birch Creek Village.
2. **Scope of Work.** In accordance with the terms, conditions, and specifications set forth in this Contract and the Contract Documents, Contractor shall furnish all labor, services, materials, equipment, tools, and supervision necessary to complete the **[Project Name]** (the "Work").
 - a. Construct five (5) caribou cabins per the Scope of Work (SOW) including in the RFQ.
 - b. Provide all materials and labor to construct the cabins
 - c. Lodging, airfare, freight, and equipment rental are included.
3. **Contract Documents.** Contractor shall complete the Work described in the Contract Documents. The Contract Documents consist of:
 - a. This Contract signed by The Tribe and Contractor;
 - b. Proof of Insurance
 - c. Contractor's Business License
4. **Contract Price.** Contractor will be paid an amount of \$**[Contract Price]** for the Work ("Contract Price") in accordance with Section 6. The Contract Price is the total amount payable by The Tribe to Contractor for performance of the Work under the Contract Documents.
5. **Commencement and Completion of the Work.**
 - a. **Commencement.** Contractor shall commence the Work upon receipt of the Notice to Proceed.
 - b. **Final Completion.** Contractor shall attain final completion of the Work no later than October 30, 2026. Upon receipt of a written request from Contractor that the Work is ready for final inspection, acceptance, and payment, the Tribe's Contract Representative will conduct a final inspection to determine whether the Work has attained final completion. If the Tribe's Contract Representative finds the Work acceptable and the Contract fully performed in accordance with the terms, conditions, and Contract Documents, the Tribe will notify Contractor in writing accepting the Work ("Final Acceptance"). Until such Final Acceptance, Contractor will be responsible for the Work covered by this Contract. The Tribe's Contract Representative will perform no more than one final inspection to determine whether the Work has attained final completion in accordance with the Contract Documents.
6. **Payments.**
 - a. **Progress Payments.** Contractor shall submit a monthly invoice on the first day of each month for the percentage of Work completed in the prior month, which shall be subject to review by the Tribe's Contract Representative. Once The Tribe's Contract Representative determines that the Work completed is satisfactory, The Tribe will pay Contractor, less retainage, in proportion to Work

completed within thirty (30) days; provided, however, that in no event shall Contractor be paid in excess of the Contract Price without a written change order as provided in Section 8.

- b. **Final Payment.** Final Payment shall not become due until Final Acceptance of the Work as provided in Section 5(c). The Tribe shall make Final Payment within thirty (30) days of Final Acceptance.
- c. **Right to Withhold Payment.** The Tribe reserves the right to withhold payment for: i) defective or deficient Work; ii) claims filed against Contractor; iii) failure to pay subcontractors, suppliers, or workmen; iv) failure to pay filing fees or minimum wage rates; v) damage to THE TRIBE's property; vi) default in the performance of this Contract; or vii) as otherwise provided in this Contract.

7. **The Tribe's Contract Representative.** The Tribe may designate a Contract Representative who shall:

- a. have general authority in administering this Contract, including the right to stop Work whenever such stoppage may, in his or her opinion, be necessary to ensure proper execution of the Work, evaluate and avoid risks to life, safety, or property, and to perform other responsibilities and functions assigned to the Contract Representative in the Contract Documents, provided however, that the Contract Representative has no authority to execute change orders, alter Contract Documents or otherwise legally bind The Tribe.
- b. be the interpreter of the requirements of the Contract Documents and determine the quality of all the Work done, of the amount of Work done, and the amount of money due under this Contract, and
- c. The Tribe may, in its sole discretion, engage its Project Manager to advise and assist its Contract Representative in the administration of this Contract and transfer any authority previously exercised by the Contract Representative to the Tribe's Project Manager.

- 8. **Work Changes.** The Tribe reserves the right to issue changes and additions in the Work called for by this Contract in a written change order executed by the Tribe. Contractor shall not make changes in the Work without a written change order executed by the Tribe. Contractor shall not be entitled to extra time or to any compensation in excess of the Contract Price for Work unless the Tribe executes a change order in writing.
- 9. **Contractor's Representations.** Contractor represents and warrants that Contractor is qualified to perform the Work, and has obtained all professional licenses, insurance, business licenses, permits, or governmental approvals necessary for performance of the Work.
- 10. **The Tribe's Right to Stop the Work.** If Contractor fails to correct Work which is not in accordance with the Contract Documents, the Tribe may direct Contractor in writing to stop the Work until the correction is made.
- 11. **Independent Contractor.** Contractor is an independent contractor, not an employee of the Tribe. Contractor is solely responsible for all taxes, employee withholdings, workers' compensation insurance, and unemployment insurance. Contractor is not an agent of The Tribe, has no authority to bind The Tribe in any manner, and shall not make any representation to the contrary.
- 12. **Subcontracting.** Work not performed by Contractor with its own forces may be performed by subcontractors with prior written permission from The Tribe. Contractor agrees to bind every subcontractor and material supplier (and require every subcontractor to bind its subcontractors and material suppliers) to all the provisions of this Contract as they apply to the subcontractor's and material supplier's portions of the Work.
- 13. **On-Site Supervisor.** Contractor shall have a supervisor on the Work site with authority to act and bind Contractor at all times.
- 14. **Damage Caused by Contractor or Subcontractor.** Contractor shall be responsible for any damage caused by Contractor or by Contractor's subcontractors and shall make any required repair at Contractor's cost. While Contractor may later pursue recovery of the cost from any subcontractor at fault for the damage, the Tribe shall have no involvement in this process and Contractor's obligation to repair the damage shall not be delayed as a result of any subsequent cost recovery dispute
- 15. **Warranty.** Contractor warrants that the Work shall be executed in accordance with the Contract Documents in a professional and workmanlike manner. Contractor warrants that all materials and equipment shall be new

unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, or modifications performed by the Tribe or others retained by the Tribe.

16. **Work Defects.** If, prior to the date of Substantial Completion and within one year after the date of Final Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), The Tribe shall promptly notify the Contractor in writing and the Contractor shall promptly correct all defects at Contractor's own cost and time and bear the expense of additional services required for correction of any Defective Work.
17. **Expenses.** Contractor shall pay all royalties, license and permit fees, and applicable taxes required to perform this Contract. The Tribe and Contractor will each pay for the negotiation and performance of their respective obligations under this Contract.
18. **Insurance.** Contractor shall submit proof of insurance to the Tribe within five (5) working days of notice of award showing the following minimum coverage and limits: **General Liability Insurance:** Combined single limit for Bodily Injury and Property Damage: \$1,000,000 each occurrence, \$2,000,000 aggregate. **Automobile Liability Insurance:** Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage. **Worker's compensation:** The Contractor shall have limits of liability as required by applicable State and Federal statutes and shall comply with Federal and State worker's compensation and occupational laws, regulations, and rules. **Excess Liability or Umbrella:** \$1,000,000 each occurrence. Birch Creek is to be identified on all certificates and endorsements. THE TRIBE shall be named as additional insured on all policies except Worker's Compensation. Contractor shall require subcontractors to provide the same insurance policies with the same limits and endorsements as Contractor prior to permitting the subcontractor on site. Contractor shall maintain all approved insurance until completion of the Project.
19. **Indemnification by Contractor.** Except for claims arising out of acts caused by the sole negligence the Tribe or its employees, Contractor shall indemnify and hold harmless the Tribe, its employees, agents, officers, and directors from and against any and all liabilities, claims, damages, losses, expenses, and costs (including, but not limited to, attorney fees) arising out of or resulting from an act or omission of any nature whatsoever of the Contractor, its employees, agents, officers, and directors, causing damage to any person or property in the performance of the Work.
20. **Dispute Resolution.** The Parties understand and agree that the Tribe is an inter-tribal consortium of federally recognized Indian tribes and possesses sovereign immunity from suit. Nothing in this Contract shall be construed as a waiver of the Tribe's sovereign immunity.

21. Termination.

- a. **Termination by the Tribe for Convenience.** The Tribe may terminate this Contract for the Tribe's convenience and without cause upon 7 days' prior written notice to Contractor. Contractor shall be entitled to receive payment for Work completed and Contractor's reasonable costs incurred by reason of such termination.
- b. **Termination by the Tribe for Cause.** The Tribe may terminate this Contract immediately if Contractor (i) breaches a provision of the Contract Documents; (ii) refuses or fails to supply enough properly skilled workers or proper materials; (iii) fails to make payment to a subcontractor for materials or labor in accordance with the respective agreement between Contractor and the subcontractor; (iv) disregards applicable laws, ordinances, regulations, rules, or orders of a public authority having jurisdiction; or (v) if applicable, disregards a provision of the Alaska Tribal Health Compact, the Tribe's Funding Agreement, the ISDEAA, the IHCA, or any other provision applicable to the Tribe's federal health care programs. When the Tribe terminates this Contract for cause as provided in this Section 21(b), Contractor shall be liable to the Tribe for damages equal to the difference between the Contract Price and costs to the Tribe to complete the Work and any other damages sustained by the Tribe in connection with termination of this Contract. In addition, the Tribe may, without prejudice to any other rights or remedies of the Tribe, take possession of the Work site and all of the materials thereon owned by Contractor, and finish the Work by whatever reasonable method the Tribe may deem expedient.

- c. **Termination by Contractor.** If the Tribe fails to make payment as provided in Section 6 for a period of thirty (30) days, Contractor may, upon thirty (30) additional days' written notice to the Tribe, terminate this Contract and recover from the Tribe payment for Work completed and Contractor's reasonable costs incurred by reason of such termination. If the Tribe makes payment at any time prior to the end of this required additional notice period, this Contract shall remain in full force and effect and Contractor shall continue the Work.
22. **Liquidated Damages.** Intentionally Deleted.
23. **Performance and Payment Bonds.** Intentionally Deleted.
24. **Governing Law.** The internal law of the State of Alaska, without regard to conflicts of laws principles, governs the construction, validity, interpretation, and performance of this Contract.
25. **Records and Retention.** Intentionally Deleted
26. **Privacy and Confidentiality.** Intentionally Deleted.
27. **Disclosure of Potential Conflicts of Interest.** Before signing this Contract, Contractor agrees to disclose to the Tribe's Contract Representative any relationship that may be a potential conflict of interest related to the performance of the Work. A potential conflict of interest includes, but is not limited to, Contractor or any of its employees, agents, officers, and directors being related within the third degree of blood relationship to any employee of the Tribe, having an existing financial interest with the Tribe, or having an existing financial interest with any person involved in the signing of this Contract on behalf of the Tribe. By signing this Contract, Contractor represents and warrants that it has made all required disclosures to the Tribe. Any breach of this Section 30 by Contractor will be a material breach of this Contract.
28. **Debarment and Suspension Certification.** Contractor certifies that neither it nor its principals are listed on the Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."
29. **Anti-Lobbying Certification.** This Section 32 applies to this Contract if the Contract Price exceeds \$100,000. Contractor agrees that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
30. **Clean Air Act and Federal Water Pollution Control Act Certification.** This Section 33 applies to this Contract if the Contract Price exceeds \$100,000. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 *et seq.*).
31. **Davis-Bacon Compliance.** Intentionally Deleted.
32. **Assignment.** Contractor shall not assign this Contract without the Tribe's prior written consent. The Tribe may assign this Contract upon written notice to Contractor.
33. **Complete Contract.** This Contract and the Contract Documents expressly referenced in Section 3, comprise the complete agreement between the parties and supersedes any prior agreements, understandings, representations, and negotiations, whether oral or written, between the Parties concerning the same subject matter.
34. **Counterparts.** This Contract may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
35. **Severability.** The provisions of this Contract are severable. If any provision of this Contract is held invalid, such provision is ineffective only to the extent prohibited or invalidated by law, without invalidating the remaining provisions of this Contract.

36. **Headings.** Headings in this Contract are used for reading convenience only and shall not be used in interpreting this Contract.
37. **Amendment and Waiver.** This Contract may not be amended or waived except by a writing signed by both Parties. No course of dealing will amend or waive any provision of this Contract.
38. **Notices.** All notices, demands and other communications to be given under this Contract will be in writing and will be deemed to have been given when personally delivered or three (3) days after being mailed by first class mail, or when receipt is acknowledged if sent by fax or other electronic transmission. Notices, demands, and communications will, unless another address is specified in writing, be sent to the respective addresses indicated above.
39. **Indian Preference.** In accordance with and pursuant to Section 7(b) of the ISDEAA, 25 U.S.C. § 5307(b), Contractor shall, to the greatest extent feasible, give employment preference to Indians in employment and training under this Contract and give contracting preference in the award of any subcontracts under this Contract to Indian organizations and Indian-owned economic enterprises. This Section 39 shall not apply to Contractor's employees hired before the effective date of this Contract. As used in this Section 39:
- a. "Indian" means a person who is a member of an Indian tribe;
 - b. "Indian tribe" means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, 43 U.S.C. § 1601 *et seq.*, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians;
 - c. "Indian organization" means the governing body of any Indian tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974, 25 U.S.C. § 1451; and
 - d. "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise.

The individuals signing below warrant and represent that they are authorized to enter into and bind their organization to the terms and conditions of this agreement.

IN WITNESS WHEREOF, THE TRIBE and Contractor have executed this Contract as of the date first written above.

BIRCH CREEK

[CONTRACTOR LEGAL NAME]

Signature

Signature

Jacqueline Baalam, First Chief

Contractor Representative Name and Title

Date

Date