

**Contractor's Bid Package  
FOR  
Tepee Creek Low-Tech Process-Based Restoration (LTPBR)  
Field Assistance**



**June 13, 2025**

**Prepared By:**

**Yakama Nation Fisheries - Klickitat Field Office  
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**Critical Dates:**

Bid Submission Deadline:	July 7, 2025 – 12:00 pm
Tentative Award Selection:	July 14, 2025
Project Initiation (est):	August 15, 2025
Project Completion (est):	October 31, 2025

**ADVERTISEMENT FOR BIDS:** NOTICE IS HEREBY GIVEN that bids will be received for a tree harvest and haul project by the Confederated Tribes and Bands of the Yakama Nation (hereafter “Yakama Nation”).

**Bids must be received by 12:00 p.m. PST on Monday, July 7, 2025.**

No proposals will be accepted after that time.

Bids should be submitted by emailing a signed .pdf version of the bid to David Lindley at [dlindley@ykfp.org](mailto:dlindley@ykfp.org).

The successful **Contractor** will be required to comply with Yakama Nation’s Tribal Employment Rights Ordinance (“TERO”), Title 71 of the Revised Yakama Code and other applicable Yakama law. The Contractor must contact the Yakama Nation’s TERO office at (509) 314-6701 or [TERO@yakama.com](mailto:TERO@yakama.com) to establish compliance on federal and state construction contracts. **Contractors** are encouraged to contact TERO as early as possible.

The successful **Contractor** will be required to obtain a Yakama Nation Business License by contacting Yakama Nation’s Department of Revenue at (509) 865-5121 ext. 4650 or [revenue@yakama.com](mailto:revenue@yakama.com). All Business Licenses expire December 31 and must be renewed annually. **Contractor** shall submit a copy of the license verifying such to the Yakama Nation’s Designated Representative upon signature of the applicable Contract, and a copy of the renewed license each year by January 31 during the performance period of the applicable Contract.

The Yakama Nation is exempt from state taxes on this project. The successful **Contractor** will receive signed copies of a Treaty Fishery Exempt Cover Letter and Treaty Fishery Exempt Certificate for their records.

This work is subject to the requirements of Davis Bacon and related acts, and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

Yakama Nation will check the State and Federal Debarred List to ensure that the successful bidder and their subcontractors are not debarred.

## **I - GENERAL DESCRIPTION**

The **YAKAMA NATION, OWNER**, is soliciting bids for restoration services associated with enhancing instream and riparian habitat in the Tepee Creek watershed with Low Tech Process Based Restoration (LTPBR). The goals of the project are to add complexity and quality to instream and riparian habitat by thinning conifer stands, adding structure and enhancing stream flows during the low-precipitation season of the year in two reaches of Tepee Creek, and promoting natural fluvial processes that result in a healthy and resilient riverscape and increase habitat quantity, quality, and diversity for threatened fish in Tepee Creek.

The Tepee Creek watershed lies within the Closed Area of the Yakama Reservation, approximately 20 miles east of Mount Adams. Tepee Creek is a tributary to White Creek flows

into the Klickitat River at river mile 40. Restoration is planned along a 5-mile reach of Tepee Creek paralleling the 175 road.

## **II - PROJECT BACKGROUND**

The overall goal of restoration on Tepee Creek is to improve the quality and quantity of habitat for threatened steelhead by promoting sustainable fluvial processes that result in a healthy and resilient riverscape. Within this broad management goal, objectives for restoration include: 1) increase the abundance of beaver dams and large wood accumulations, 2) increase in-channel geomorphic diversity, 3) Increase the proportion of the valley bottom composed of active channel and active floodplain, 3) increase wetland and riparian vegetation extent, diversity, and abundance, and 5) increase perennial surface flow extent during low flow periods.

Low-Tech Process-Based Restoration methods will be utilized in Tepee Creek to achieve project goals and objectives. LTPBR practices use simple, cost-effective, hand-built structures that mimic beaver dams (beaver dam analogs) and large wood accumulations (i.e., post-assisted log structures).

### **Project Goals**

The overall goal of restoration on Tepee Creek is to promote natural fluvial processes that result in a healthy and resilient riverscape and increase habitat quantity, quality, and diversity for threatened steelhead. Within this broad management goal, preliminary restoration objectives include:

- increasing the frequency of overbank flows
- enhancing in-channel habitat conditions,
- increasing the duration of low flows,
- reducing active channel hydraulic severity, and
- improving shallow aquifer storage/recharge, and
- increasing valley bottom suitability for culturally significant plants.

## **III - CONTRACT OVERVIEW**

To achieve the desired future conditions, structural elements are proposed to include Beaver Dam Analogues (BDAs), Post-Assisted Log Structures (PALS), and unsecured trees/wood accumulations. These structure types will be constructed using a variety of locally sourced material (from adjacent floodplains, hillslopes and forest management activities) and installed using manual labor that will result in minimal to no impact to existing riparian vegetation and habitat. The size of individual wood pieces will vary but are not likely to exceed 12 inches dbh by 15 feet in length since they will be transported and placed by hand or small machinery. Some wood exceeding 12 inches dbh by 15 feet in length may be used if directly sourced from the floodplain or adjacent hillslopes.

**Stream & Riparian Restoration:** At the direction of YKFP staff the CONTRACTOR will construct Post Assisted Log Structures (PALS) and Beaver Dams Analogues (BDAs) by placing

and configuring wood primarily by hand in the channel secured by weaving it around standing trees and reinforcing with the placement of untreated wood posts driven by a hydraulic post pounder (YKFP provided).

The contract will consist of:

1. 3-5 person labor crew to assist with LTPBR. Experience & Duties will include:
  - a. Skilled sawyer for directional tree felling, in-stream BDA & PALS construction, post driving, and wood hauling.
  - b. Truck, hand tools, and other associated gear to be included in bid.

Additional information can be found in Appendix A – Maps and Photos.

Awarding of the contract shall be based on a combination of price, equipment specified, project proposal and **CONTRACTOR** experience and background. The **OWNER** shall have the **SOLE** discretion and responsibility for choosing the responsive and responsible **CONTRACTOR**.

## **IV - CONTRACTORS' RESPONSIBILITIES**

The **Contractor** shall be responsible for performing the work described in this bidder package including any appendices in a timely, professional manner, and shall abide by all applicable local, state, and federal guidelines that govern this project as well as all project permits provided to the **Contractor** by the Designated Representative. The provisions of this bid package, inclusive of appendices and addenda, will be incorporated into the applicable Contract by reference.

Project work shall be conducted Monday through Friday unless otherwise specified by the Designated Representative. The project schedule allows the work to be completed without the use of overtime. If the **Contractor** anticipates needing overtime work and charging the project for that work, permission for such overtime needs to be requested of and granted by the Designated Representative in writing ahead of the overtime costs being incurred.

### **Safety**

The **Contractor** is **solely responsible** for maintaining safe working conditions near their equipment and for the safe operation of their equipment. If at any time the **Contractor** or their operators determine that instructions given by the Designated Representative would create a potentially unsafe working condition or would jeopardize the equipment or any personnel, the **Contractor** shall **immediately** notify the Designated Representative. The Designated Representative will then work with the **Contractor** to find an acceptable alternative method to complete the required task.

The **Contractor's** responsibilities regarding safety include, but are not limited to the following;

- A. **Contractor** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work.

- B. In carrying out its responsibilities according to the applicable Contract Documents, **Contractor** shall protect the lives and health of employees performing the work and other persons who may be affected by the work; prevent damage to materials, supplies and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. **Contractor** shall comply with chapter 296-800 Washington Administrative Code (“WAC”) and all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify the Designated Representative of adjacent property and utilities when the work may affect them.
- C. **Contractor** shall maintain an accurate record of exposure data on all incidents relating to the work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. **Contractor** shall immediately report any such incident to the Designated Representative and appropriate jurisdictions. The Designated Representative shall, at all times, have a right of access to all records of exposure.
- D. Nothing provided in this section shall be construed as imposing any duty upon the Designated Representative with regard to, or as constituting any express or implied assumption of control or responsibility over, project site safety, or over any other safety conditions in relation to employees or agents of the **Contractor** or any of its subcontractors, or the public.

### **Protection of Property Resources**

The **Contractor** shall assume full financial and legal responsibility for any damage caused by their machinery and/or crews including but not limited to the following:

- A. Any equipment becoming stuck due to unstable ground or operator error.
- B. Any equipment damaged due to unstable ground or operator error.
- C. Any environmental damage due to fluid leaks; or
- D. Any damage outside the project area to culverts, bridges, paved roads, utilities or other property caused during operations.

The Designated Representative has the right to cease operations when there is significant threat of resource damage. This includes, but is not limited to, wet weather or during periods of extreme fire danger.

The **Contractor** shall be responsible for knowing and complying with all applicable federal, state, county and local guidelines and regulations including fire safety precautions and fire prevention and shall take all reasonable measures to prevent and minimize the start and spread of fire on or adjacent to the project area. Measures shall include ensuring that all vehicles carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel, following State safety operating procedures which include compliance with WAC 332-24-301 (Industrial restrictions) and WAC 332-24-405 (Spark emitting requirements). **Contractor** shall abide by the Industrial

Fire Precaution Levels and the Forest Fire Protection Requirements for Operations on or Near Forest Land. In addition, the **Contractor** shall provide a pump truck or trailer as defined therein.

The **Contractor** must abide by the Hydraulic Project Approval (“HPA”) for this project and all other permits for this project. The Designated Representative shall provide copies of the permits when available. This project is permitted under the federal lands Aquatic Restoration Biological Opinion and Categorical Exclusion, and the **Contractor** must comply with the conservation measures included in the **PROJECT PLANS** (Appendix C). These permit requirements include, but are not limited to, the use of non-toxic biodegradable hydraulic fluid for any equipment working within the wetted channel and floodplain. Service and refueling areas will be located at least 150 feet away from flowing water and a spill containment kit will be located where equipment is stored and shall remain onsite at all times.

Before beginning any work, **Contractor** shall submit a Hazardous Spill Plan to the Designated Representative. The **Contractor** is solely responsible for all spills or leaks that occur during the performance of the applicable Contract, and shall clean up spills or leaks in a manner that complies with federal, state, and local laws and regulations. The **Contractor** must immediately notify the Designated Representative of all hazardous material spill and shall provide a written report form no later than 24 hours after the initial report that includes the following:

- A description of the item/substance spilled (including identity, quantity, and other identifying information);
- Whether the amount spilled is EPA or state reportable, and if so whether it was reported, and to whom;
- The exact time and location of spill, including a description of the area involved;
- The immediate containment procedures taken or to be taken by **Contractor**;
- A summary of any communications the **Contractor** had with news media, federal, state and local regulatory agencies and officials regarding the spill; and
- A description of clean-up procedures employed by **Contractor** at the site, including final disposition and disposal location of spill residue.

When available, **Contractor** shall provide copies of all spill related clean up and closure documentation and correspondence from regulatory agencies to the Designated Representative.

The **Contractor** shall not obstruct roads or take action that restricts the flow of traffic or use on roads without written permission from the Designated Representative. Personnel shall park so as to not obstruct roads. Traffic delays shall be 10 minutes or less. The **Contractor** will provide signing and flaggers as needed per the Manual for Uniform Traffic Control Devices (“MUTCD”).

The **Contractor** shall repair damage to the roads, trails or facilities arising out of its use to a condition equal to or better than their condition immediately prior to such use with the exception of damage caused through normal and prudent usage. During periods when a road, or portion thereof, is being used by the **Contractor**, that portion of the road so used shall be maintained

and, at the termination of each period of such use, shall be left in a condition equal to or better than the condition of the road immediately prior to use.

The **Contractor** shall not destroy any land survey corner monuments or reference points. Any survey monuments disturbed by the **Contractor's** operations shall be replaced by a Professional Land Surveyor at the **Contractor's** expense.

The **Contractor** shall cut no timber, remove no valuable materials as defined in RCW 79.02.010, and not disturb any cultural, historical or paleontological (fossil) resources.

The **Contractor** shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the project area except in accordance with all applicable laws.

The **Contractor** shall **immediately** notify the Designated Representative if any live, dead, injured or sick specimens of species listed under the Endangered Species Act are located.

### **Protection of Cultural Resources**

If the **Contractor's** work brings them into contact with any of the following cultural resources:

- Native American cultural artifacts – flakes, arrowheads, stone tools, bone tools, pottery, etc.;
- Historic era artifacts – building foundations, homesteads, shipwrecks, mining camps, etc.;
- or
- Human skeletal remains and bone fragments; then

The **Contractor** shall **immediately**:

1. Stop any ground disturbing activity immediately. Secure the area of the find and protect it from further disturbance;
2. Contact the Designated Representative;
3. Not draw attention to the area with any obvious flagging or markers; and
4. Maintain confidentiality concerning the discovery of the cultural resource, and discuss the find only with the contact people listed below.

If human skeletal remains are encountered, the **Contractor** shall **immediately** contact the county medical examiner/coroner **and** local law enforcement.

<b>Name</b>	<b>Title</b>	<b>Phone</b>
Rose Ferri	Tribal Historic Preservation Officer	509-307-2009

If Native American or Historical Artifacts are encountered, the Designated Representative will contact Yakama Nation Cultural Resources staff **immediately**.



After the **Contractor** comes into contact with any cultural resources as listed above, the **Contractor** shall only continue project work at the direction of the Designated Representative in order for Yakama Nation to protect the artifacts and sites and to limit the liability of both the Designated Representative and the **Contractor**.

## V - CONSTRUCTION OVERSIGHT

The **OWNER** shall be available during all construction activities to provide the **CONTRACTOR** with oversight and information as required to carry out the **CONTRACT**.

Except as noted in SECTION VII - ACCESS, the **OWNER** shall have full authority to direct **ALL** work. The **OWNER** must preapprove any deviation from specifications or instructions.

## VI – SPECIFICATIONS

The **CONTRACTOR** shall propose tools and equipment that are required to complete the work specified. The **CONTRACTOR** is responsible for assessing all other equipment needs and supplying such equipment.

The **CONTRACTOR** is responsible for providing a truck (for crew transport), hand tools, experienced labors, chainsaw and all fuel & lubricants.

The **OWNER** will be onsite and will provide hydraulic post-pounder, ATV, and trailer.

See Appendix A for overview maps.

### **Industrial Fire Precaution Level (IFPL)**

Work shall be conducted in accordance with the current IFPL level. The IFPL of this project is Zone 680. Current IFPL level shall be determined by calling 1-800-527-3305 and/or visiting the following website: <https://www.dnr.wa.gov/ifpl>

## VII - ACCESS

Prior to initiating work the **CONTRACTOR** and the **OWNER** shall review all access routes within the project site. See Section IV – **CONTRACTORS' RESPONSIBILITY** for further requirements.



## VIII - CONSTRUCTION SCHEDULE

The work can be initiated as soon as a contract is in place. It is anticipated that work will begin no later than September 15, 2025 and be completed by October 31, 2025.

The **CONTRACTOR** has one week from the date when the notice to proceed is received to mobilize and commence work.

## IX - INSURANCE

**EACH CONTRACTOR** shall maintain insurance coverage at their cost from insurers and shall furnish certificates of insurance or self-insurance approved by the **OWNER**, giving evidence of such coverage to the **OWNER**, which satisfies the requirements as set forth in **APPENDIX D**.

## X - BID SCHEDULE & SELECTION

### SELECTION PROCESS

Bidder shall fill out the attached Bid Form. All bids must be signed in ink or via electronic signature. In addition to all of the requirements stated herein, each proposed bid shall also be governed by the conditions contained in the appendices attached hereto. **Bids must be submitted by sending a signed .pdf version of the bid to [dlindley@ykfp](mailto:dlindley@ykfp) prior to 12:00 p.m. PST on Monday, July 7, 2025. No bids will be accepted after that time.** Receipt of any Addenda must be noted on the email transmitting the bid.

The **Contractor** shall submit an electronic copy of the bid bond. Any standard bid form is acceptable. An email confirmation of receipt will be provided as soon as possible following Yakama Nation's receipt of a bid.

Prospective bidders may not condition their bids. The award will be made to the lowest responsive bidder.

Bids will be publicly opened as required by Yakama Nation Grants and Contracts Manual\_T117-17.

By submitting a bid pursuant to this Bid Package, the Bidder acknowledges that, due to funding limitations, potentially only a portion of the Work shown on the Plans will be completed with this Project. All unit prices shall apply to any quantity of Work and any location within the Project Area shown on the Plans.

### Inquiries

**BIDDERS who wish to discuss the site in greater detail can contact YKFP staff (David Lindley (509-830-8005), [dlindley@ykfp.org](mailto:dlindley@ykfp.org). Relevant information discussed will be shared with all perspective BIDDERS.**

The statement/question shall be answered in writing by the Designated Representative **no later than 4:00 p.m. on Friday, June 27, 2025**. The Designated Representative's response shall become an addenda to this Bid Package by this reference, and also shall be sent by e-mail to all potential bidders that have requested a copy of this Bid Package. Prospective bidders must provide e-mail addresses to receive any possible response. Failure to receive any such addenda shall not relieve such Bidder of fulfilling any contract modifications contained therein. The Bidder shall be responsible to ascertain that all addenda issued have been received prior to submittal of a bid.

### **Contractor Selection**

The award of contract, if awarded, will be made to the lowest responsible bidder deemed responsive by the Designated Representative, whose bid conforms to the requirements of these specifications, and whose past record of performance on work of similar complexity and magnitude indicates that said bidder is qualified to carry out the obligations of the applicable Contract and to complete the work contemplated therein. Specifically, the amount of the bid, as well as the responsiveness and responsibility criteria will be reviewed. In addition, as a condition of the award, the Bidder must agree to verify that all subcontractors are also in compliance with the "responsibility" criteria as specified in RCW 36.06.

### **Indian Preference**

Yakama Nation will award the Project contract to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Provided that if there are multiple responsive low bids from responsible bidders, Yakama Nation will give preference to and select the low bid received from:

1. A certified 100% Yakama owned business ("Yakama Preference Contractor"); or if there are no such bidders, then
2. A certified Indian owned business that is at least 51% Indian-owned ("Indian Preference Contractor"); or if there are no such bidders, then
3. A non-Indian owned business.

To be given preference as a Yakama Preference Contractor or Indian Preference Contractor, Contractor's bid package must include a certification of such status issued by the Yakama Nation Tribal Employment Rights Office.

In addition, as a condition of the award, the Bidder must agree to verify that all subcontractors are also in compliance with the "responsibility" criteria as specified in RCW 36.06.

### **Responsive Criteria**

A Bidder's responsiveness will be determined in part by a review of: (i) the completeness of their bid; (ii) their bid's compliance with all Bid Package requirements; (iii) whether their bid includes all required information; and (iv) whether their bid includes any modifying conditions.

## Responsibility Criteria and Appeals

The responsibility of the Bidder will be evaluated by applying required and supplemental criteria.

### Required Criteria.

Pursuant to the directives contained in RCW 39.04, proof of compliance with the following criteria must be provided by the Bidder for there to be a determination that the bid is acceptable as being a “responsible” bid:

- (a) the Bidder must have a certificate of registration in compliance with Chapter 18.27 RCW;
- (b) the Bidder must have a current state Unified Business Identifier number;
- (c) the Bidder must have industrial insurance coverage for the bidder’s employees working in Washington as required in Title 51, RCW, an Employment Security Department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW, unless proof is provided that these items are not required of the bidder; and
- (d) the Bidder must not be debarred or disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

### Supplemental Criteria.

The determination of whether a Bidder is “responsible,” is subject to supplemental criteria, which will include consideration of the Bidder’s reputation, experience, track record, integrity, and resources.

The Bidder should address all of these items in their bid. In the event a determination is made that the lowest responsive Bidder is not “responsible,” or does not meet all the required and supplemental criteria, a written explanation for the reasons for this determination will be sent to the Bidder’s address.

The bidder may appeal any adverse determination on the issue of “responsibility.” Any such appeal must be submitted in writing, received by Yakama Nation Fisheries within fourteen (14) calendar days of the date noted on the written determination. The Bidder appealing this determination may provide additional information in their written appeal. A final determination on the Bidder’s appeal will be issued prior to the execution of any contract. The applicable Contract may be awarded to another bidder if the appeal is denied.

## XI - ADDITIONAL CONDITIONS

In addition to all of the requirements stated herein, and the conditions contained in appendices, **EACH PROPOSED BID** shall also be governed by the additional conditions listed in **APPENDIX E**.

**Davis Bacon wage provisions and the Tribal Employment Rights Ordinance apply to this contract.**

## **XII - PAYMENT**

The **CONTRACTOR** will be compensated at the weekly rate specified based on weeks worked. Bills may be submitted for payment once the **OWNER** has verified completion. Ten percent (10%) of the amount billed shall be retained until a **FINAL RELEASE** has been signed by the **CONTRACTOR** and delivered to the **OWNER** and all reclamation/restoration has been completed as outlined above.

### **XIII - BID SCHEDULE**

**REFERENCES** – list references of individuals with whom you’ve contracted to perform comparable work in the past

1) Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Nature of work: \_\_\_\_\_  
\_\_\_\_\_

2) Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Nature of work: \_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL** - briefly describe project approach:

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Element	Activity	Unit	Total
LTPBR assistance: 3-5 person labor crew	Chainsaw work to assist with tree felling, in-stream log structure construction, post driving and wood transport (truck and hand tools including in weekly crew rate)	Weekly Rate	
	<b>Grand Total</b>		

All prices bid herein shall remain in effect through 10/31/2025.

**CONTRACTOR shall** be required to comply with the requirements as stated in the attached **CONTRACTOR'S BID PACKAGE**.

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_

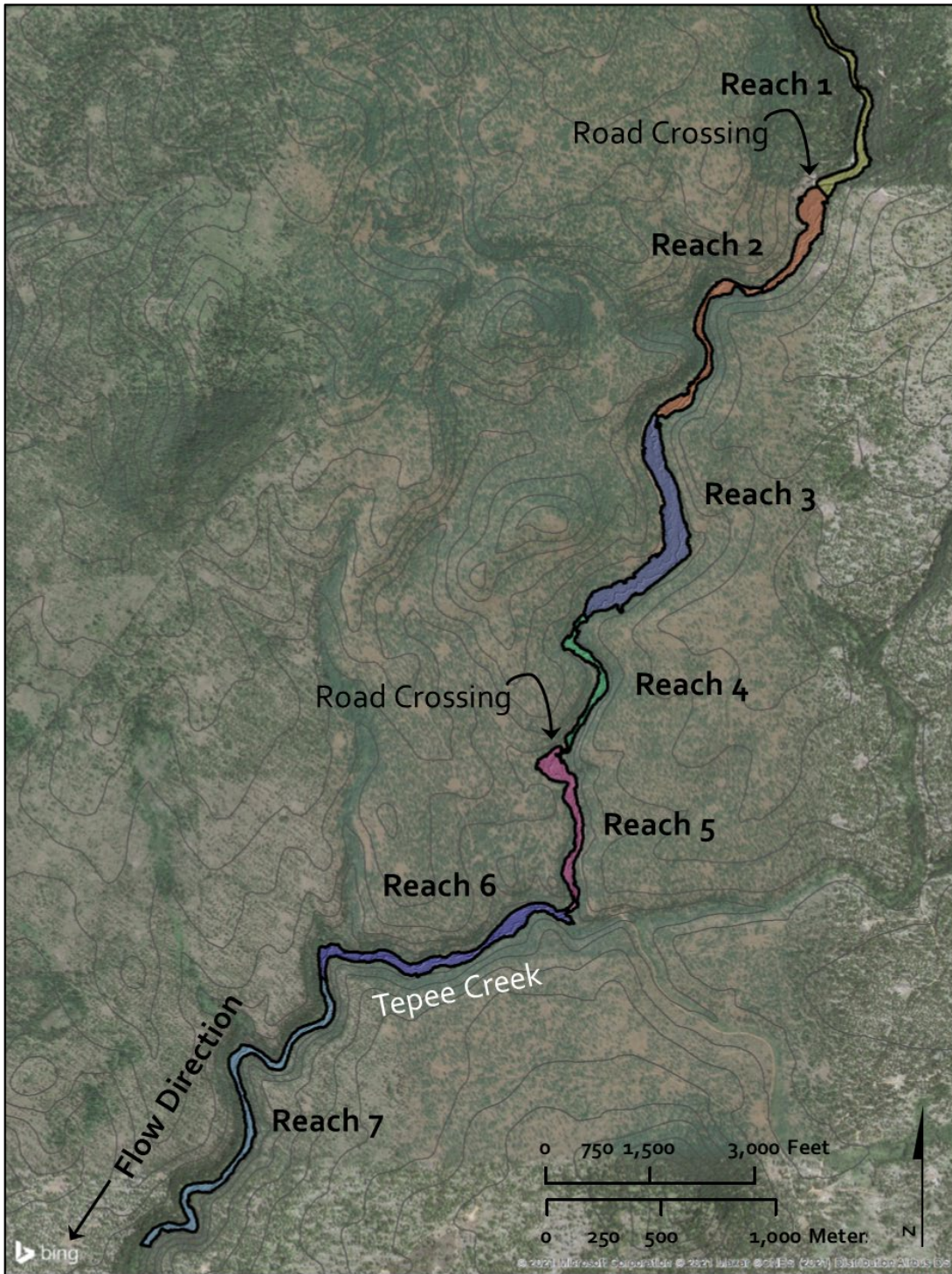
(Signature and Title)

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

Phone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ E-mail \_\_\_\_\_

## APPENDIX A

### MAPS/PHOTOS

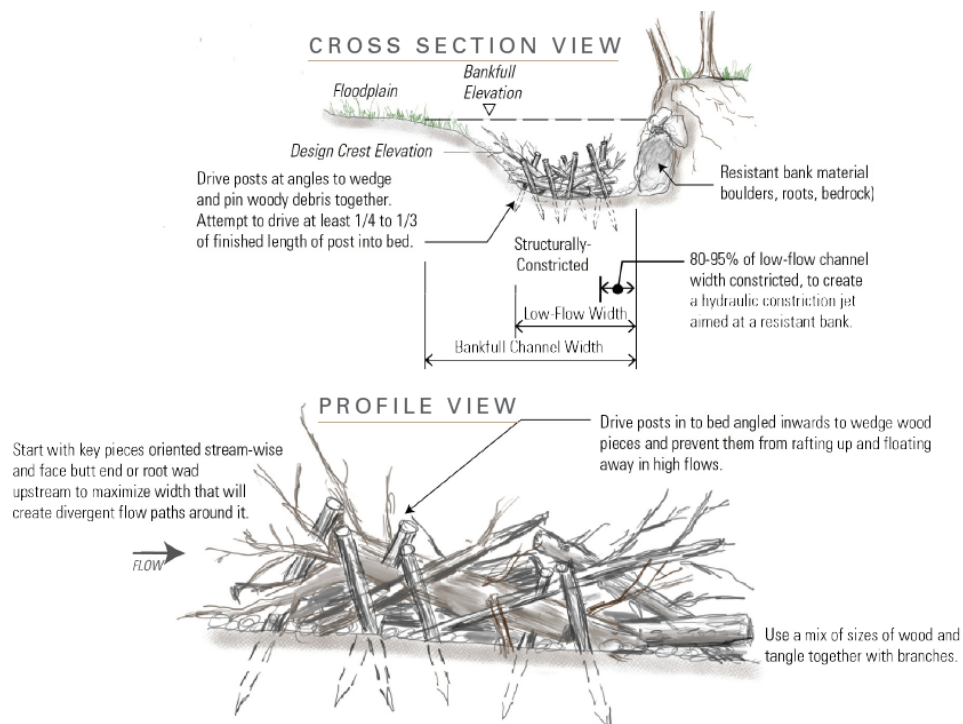


**Figure 1.** Individual reach delineation within project area.





**Figure 2.** Photos depicting channel and riparian conditions within a meadow reach of the LTPBR project.



**Figure 3.** Post Assisted Log Structure example

## **APPENDIX B**

### **Insurance Requirements and Other Documents Requiring Execution**

1. Required Insurance: Contractor, at its sole cost and expense (including the cost of all deductibles), shall procure and maintain in force while performing services for Yakama Nation the following insurance:
  - a. Workers Compensation Insurance, covering applicable statutory benefits in the State where the work is being performed; Employer's Liability Insurance in an amount of not less than \$1,000,000 and (when applicable) the policy will be endorsed to cover benefits.
  - b. Commercial General Liability Insurance, on a per occurrence basis, endorsed to cover on the premises operations, products/completed operations, personal injury and the contractual indemnity obligations of this agreement with limits of not less than \$2,000,000 per occurrence.
  - c. Automobile Liability Insurance, including Liability insurance coverage for vehicles which may be used by Contractor in connection with this contract, with Limits of Liability of not less than \$1,000,000 per occurrence.
  - d. Should the Services supplied under this Agreement include waste disposal operations, Pollution or Environmental Impairment Liability Insurance, with limits of not less than \$1,000,000 per occurrence. Should Federal, State or local regulatory body require insurance with higher limits, then such requirements shall apply in lieu of the specified \$1,000,000 limits.

The Workers Compensation/Employers Liability Insurance Policy will be endorsed to waive all rights of subrogation against the Yakama Nation.

The aforesaid policies will be endorsed to provide the Yakama Nation thirty (30) days written notice prior to cancellation or reduction in coverage required by this agreement. The insurance policy shall be issued by insurance companies with a Bests rating of 'B' or better or equivalent and shall be subject to Buyer's approval, such approval not to be unreasonably withheld.

Contractor shall require all Subcontractors performing services under this contract to maintain in force insurance of the types and amounts specified herein.

Other Documents Requiring Execution: The bidder must comply with these conditions and must submit with his bid the following signed documents:

- a. Bond Costs: The costs or premiums for all bonds shall be paid by the Bidders.
- b. Insurance Certificates: Prior to the execution of the Contract, the Bidder shall furnish in a form satisfactory to the Yakama Nation Insurance Certificates covering the faithful performance of the Contract and the payment of all obligations arising thereunder.
- b. Power of Attorney: Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of the Power of Attorney

## APPENDIX C

### Additional Conditions

#### I. Tribal Employment Rights Ordinance (TERO)

Contractor shall not discriminate in the performance of this agreement against any person because of handicap, race, age, religion or gender. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their handicap, race, age, religion or gender.

Notwithstanding the above paragraph, contractor shall comply with the Yakama Nation Tribal Employment Rights Ordinance (TERO) and, to the extent feasible and consistent with the efficient performance of this agreement, shall provide employment and training opportunities to Indians that are not fully qualified to perform under this agreement. Further, contractor may be required to submit a TERO compliance plan. For specific details on TERO compliance, the bidder should contact the Yakama Nation TERO Director, P.O. Box 151, Toppenish, Washington, 98948 (Telephone 509-865-5121 ext. 479).

#### II. This Project is being funded by federal funds. . As such, this work is subject to the requirements of Davis Bacon and related acts. The requirements include the following:

The **Contractor**, a shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the work in accordance with the Federal Davis-Bacon Act (40 U.S.C., sec. 276a-7).

#### A. The schedule of prevailing wage rates for the locality of the work is determined by the Industrial Statistician of the Department of Labor and Industries. Davis Bacon wage and fringe benefit rates for Heavy Construction Projects for Yakima County, Washington State, are available on-line at: [beta.sam.gov](http://beta.sam.gov). It is the **Contractor's** responsibility to verify the applicable Davis-Bacon Wage rates.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in the applicable Contract.