



WHITE EARTH BUILDERS

3282 US Hwy 59, Waubun, MN 56589 | Ph: 218-935-3232

Date: December 11, 2024, 2024

Purpose: All Interested Contractors

Project: White Earth Housing Authority- Pole Barn

Owner: White Earth Housing Authority
3303 US HWY 59
Waubun, MN

PROPOSALS DUE: December 23rd, 2024

Project Description:

White Earth Builders is soliciting proposals for the construction of a 30' x 146' Pole Barn that will be used for the White Earth Housings Maintenance Department.

ATTACHMENTS:

- BOND REQUIREMENTS
- CARPENTRY BID FORM
- CONSTRUCTION SCHEDULE
- TRIBAL DISPUTE RESOLUTION
- INSURANCE REQUIREMENTS
- TERO ORDINANCE
- FLOOR PLANS AND ELEVATIONS

Project Requirements:

- SUPPLY & INSTALL MATERIALS REQUIRED FOR THE CONSTRUCTION OF POLE BARN
 - THIS INCLUDES THE INSTALLATION OF THE LINEAR PANEL ON THE INTERIOR OF THE POLE BARN
- PROOF OF INSURANCE
- PROVIDE OWN EQUIPMENT TO PERFORM REQUIRED WORK
- TERO ORDINANCE (See attached documentation)
- ADEQUATE MANPOWER TO MEET CONSTRUCTION SCHEDULE
 - THE CONTRACTOR IS REQUIRED TO START ON THE SCHEDULED DATE. IF THE SCHEDULE CANNOT BE MET DURING BID, PLEASE DO NOT SUBMIT A BID.
- RESPONSIBLE TO KEEP CONSTRUCTION SITE CLEAN DAILY AND ALL VEHICLES AND EQUIPMENT TO REMAIN OUT OF PARKING AREA
 - THIS ALSO INCLUDES FINAL CLEANUP AFTER CONSTRUCTION IS COMPLETE
- COORDINATE WITH GOPHER STATE ONE FOR UNDERGROUND UTILITY LOCATIONS

- CONTRACTOR RESPONSIBLE TO SUPPLY OWN HEATERS AND REQUIRED FUEL TO PERFORM ALL DUTIES REQUIRED FOR THE PROJECT. OWNER IS NOT RESPONSIBLE FOR ANY FUEL COSTS DURING THE PROJECT
- SHELTERING FOR INTERIOR WORK WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUPPLY AND INSTALL. IF THE ALTERNATE IS ACCEPTED, THE CONTRACTOR WILL BE RESPONSIBLE FOR SHELTERING TO PERFORM WORK IF THIS WAS NOT INCLUDED IN BASE BID

Walkthrough

- Contractors can schedule a walkthrough with White Earth Builders to review the site prior to bidding. This is not a requirement.

Proposal Requirements:

All bids must use the attached bid form or the bid will be considered incomplete. All addendums must be acknowledged.

All bids must be accompanied by a 5% bid security, in the form of a bid bond, or cashier's check (personal checks will not be accepted).

Sealed bids will be received by Monte Farley Jr, White Earth Builders Project Manager, until 3:00 P.M, local time, December 23rd, 2024.

Bids will be publicly opened in the conference room at White Earth Enterprises, 3282 US HWY 59 South, Waubun, MN.

Questions can be directed to Monte Farley Jr by phone: 218-902-0687, or by email at the following address: monte.farley@weenterprise.com

Schedule:

The contractor is to commence work upon receiving Notice of Award and per shared construction schedule.

Selection:

White Earth Builders LLC selection is based upon the lowest bidder, responsive, and responsible contractor. The owner and White Earth Builders will review the bid to determine that the lowest bidder meets the criteria, is responsible, and responsive.

Pole Barn Specifications:

- Size
 - 30' W x 146' L x 15' Sidewalls (See Plan)
- Roof Overhang
 - 2'-0"
- Color

- Roof
 - Burnished Slate
- Walls
 - Mocha Tan
- 3' Wainscot
 - Burnished Slate
- Pole Frame Construction
 - Laminated Posts
- Overhead Doors
 - Size
 - 10' W x 12' H
 - Color
 - Match Wainscot Color- Burnished Slate
 - Quantity
 - 8
 - Approved Manufacturers
 - Midland, North Central
 - Door Options
 - 2" Insulated Panels
 - Door Operators
 - Approved Manufacturers
 - Liftmaster
- Service Doors
 - Size
 - 3'-0" x 6'-8"
 - Quantity
 - 3 RH Swing
 - 1 LH Swing
 - Approved Door Manufacturers
 - Bayer Built
 - Door Options
 - Aluminum Clad
 - ½ Glass
 - Double Bore
- Insulation
 - Ceiling
 - Vapor Barrier- 6 mil
 - Minimum R-49 Fiberglass Blow-In
 - **Alternate Cost- Cellulose Blow-In**
 - Eave Insulation- R-21
 - 24" Attic Shutes
 - Walls
 - Vapor Barrier- 6 mil
 - R-21
 - **Alternate Cost- 3" Foam-In-Place Insulation**

- Soffit/Fascia
 - Fascia
 - Size
 - 6"
 - Color
 - Burnished Slate
 - Soffit
 - Option
 - Vented
 - Color
 - Burnished Slate
- Metal Panel (Exterior & Interior)
 - Acceptable Manufacturers
 - Metal Sales
 - Type
 - Pro-Panel II
 - Color
 - Mocha Tan

Construction Notes:

The material supplier will be required to provide all engineered truss layouts, pole layouts, and rough openings for overhead doors and service doors. The attached plan is for representational purposes only and is not to be deemed the engineered plan. This is to indicate overhead door locations, exterior door locations, and future partition walls.

The contractor is required to construct the building to the industry standard for pole construction and follow all local, state, and federal codes.

No damaged metal panels are not to be installed during construction. The White Earth Builders team will review installation and determine if any panels need to be replaced.

The contractor is to follow all the manufacturer's installation instructions during construction.

Construction Management:

White Earth Builders will be providing the onsite supervision and construction management of this project. The awarded contractor is to maintain constant communication with White Earth Builders and provide a material lead-time schedule of items. Coordination will be held by White Earth Builders and the contractor. Due to current weather conditions, White Earth Builders and the contractor must work diligently with each other to identify the critical and non-critical items. All construction questions are to be directed to White Earth Builders.

White Earth Builders will provide a construction dumpster for the duration of the project. No household garbage is to be thrown into dumpster during construction.

Closeout Documentation:

- The CONTRACTOR shall provide all proper close-out documentation.
- The CONTRACTOR shall provide an O&M Manual for each piece of equipment installed. The O&M Manual Format is to be as followed:
 - a. Cover Sheet (Project Name and Address, Company Name and Address)
 - b. Table of Contents
 - i. Items must be broken into Page Numbers or Sections for each area.
 - c. Index
 - i. List out all manufacturers, numbers, addresses, and contact numbers.
 - d. Product Specifications
 - e. Product Warranties
 - f. Bonding (If Required)
 - g. Warranty Letter
- Contractor is to send this electronically in (1) PDF file for review.(This must be in order) Once approved you will be required to mail or drop off (2) Hard Copies in binders that will be shared with owners.
NOTE: If multiple files are sent electronically, they will be returned until received in correct format.
- END OF SCOPE

BONDING REQUIREMENTS

All bids must be accompanied by 5% bid security, in the form of a bid bond, or cashier's check. Personal Checks do not qualify as a valid Bid Bond. Awarded contracts that exceed \$100,000 dollars in value must furnish full contract coverage performance & payment bonds.

BID BOND OR CASHIER'S CHECK:

A **Cashier's Check** is a check written by a bank or financial institution, using its own funds. This check is guaranteed by the financial institution, and is signed by a cashier or teller. If a Cashier's Check is being used as Bid Security, White Earth Nation requires this to be written in the amount of 5% of the total Bid amount.

A **Bid Bonds** are insurance to protect the project Owner, ensuring the bidder is not submitting a frivolous or unbalanced bid. Bid Bonds are refunded to the Bidder once the Bidder enters into a contract. If a Bid Bond is being used as Bid Security, White Earth Nation requires this to be written in the amount of 5% of the total Bid amount.

PERFORMANCE & PAYMENT BONDS:

A **Performance Bond** is a surety bond issued by an insurance company or bank, to guarantee that a contractor will fulfill the terms of the contract in a satisfactory manner. White Earth Nation requires the Low, Responsible Bidder to provide a Performance Bond prior to executing the contract.

A **Payment Bond** is a surety bond issued by an insurance company or bank, to guarantee that a contractor's material suppliers and/or subcontractors are paid in accordance with their contract. White Earth Nation requires the Low, Responsible Bidder to provide a Performance Bond prior to executing the contract.



WHITE EARTH BUILDERS

3282 US Hwy 59, Waubun, MN 56589 | Ph: 218-935-3232

Date: _____

Purpose: CARPENTRY BID PACKAGE

Project: WEHA POLE BARN PROJECT

BID FORM

Bidder's Name: _____

PRICING

Our Lump Sum Base Bid _____ is: _____ Dollars (\$ _____)

UNIT PRICING:

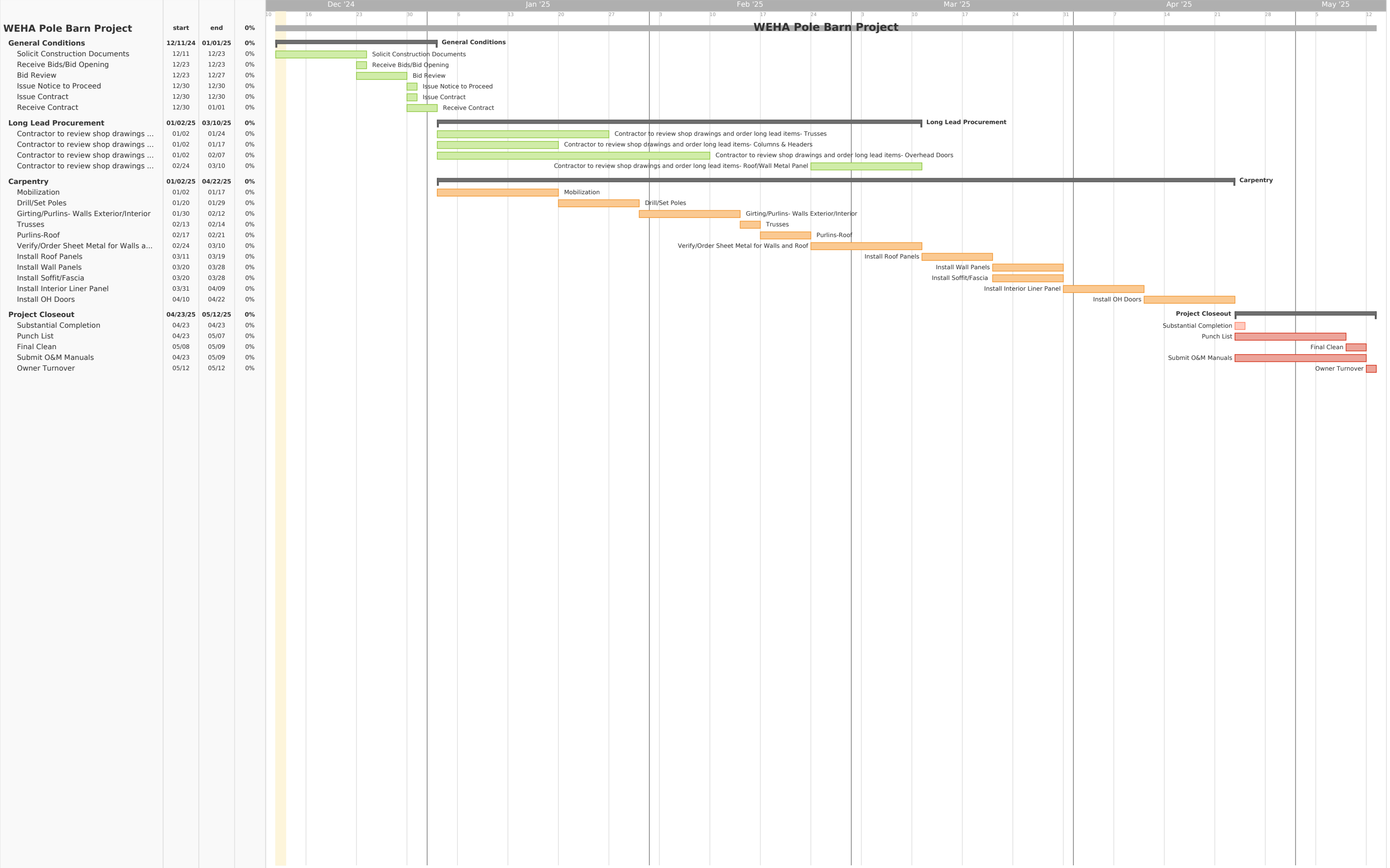
Labor cost per hour, include all profit and overhead
_____ Dollars (\$ _____)

Tradesman cost per hour, include all profit and overhead
_____ Dollars (\$ _____)

Alternate Pricing
_____ Dollars (\$ _____)

Name of Bidding Contractor: _____

Signed by: _____ Date: _____



DISPUTE RESOLUTION

Governing Law:

This Agreement, the rights and obligations of the Parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the White Earth Nation.

Dispute Resolution:

If a dispute arises between the parties during the course of this Agreement, the Parties shall make a good faith attempt to resolve the issue through dialogue and negotiation to reach a mutually satisfactory solution.

Sovereign Immunity:

Nothing in this Agreement shall be construed as a waiver of sovereign immunity

INSURANCE REQUIREMENTS

Project: White Earth Tribal Health Department – Upper Level Remodel

Minimum Insurance Coverage Requirements:

| | |
|--|----------------|
| General Liability – Single Occurrence | \$1,000,000.00 |
| General Liability – General Aggregate | \$2,000,000.00 |
| Automobile Liability – Combined Single Limit | \$1,000,000.00 |
| Workers Compensation | Statutory |

Bonding Requirements:

All awarded contracts with a value of \$100,000.00 or greater, must provide full contract coverage Performance and Payment bonds.

Insurance certificates should clearly state:

Insured Party: "Awarded Subcontractor"

The Project Name:

White Earth Tribal Health Department – Upper Level Remodel

Certificate Holder: White Earth Reservation Business Committee
35500 Eagle View Road
Ogema, MN 56569

Additional Insured:

WHITE EARTH RESERVATION TERO
TRIBAL EMPLOYMENT
RIGHTS ORDINANCE



TERO
TRIBAL EMPLOYMENT RIGHTS ORDINANCE
OF THE WHITE EARTH RESERVATION TRIBAL COUNCIL

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**TRIBAL EMPLOYMENT RIGHTS ORDINANCE
OF THE WHITE EARTH RESERVATION TRIBAL COUNCIL**

**CHAPTER 1
DECLARATION OF POLICY**

The governing body of the White Earth Indian Reservation Tribal Council believes that it is extremely important to create training and employment opportunities for their own members and for other Indians, and to attempt to eliminate employment discrimination against Indian people. An integral part of attaining this goal is the structuring of employment and training opportunities on the White Earth Indian Reservation and all other properties that fall within the territorial jurisdiction of the White Earth Reservation Tribal Council, to provide for the hiring of qualified Indians and the training of Indians in those job areas where there is not a sufficient number of qualified Indians to meet employment opportunities. The policy of Indian Preference will be implemented and adhered to in contracting and subcontracting, in accordance with the applicable provisions set forth in this Ordinance, in any and all supplementary ordinances, and in any all rules, regulations, and/ or guidelines promulgated by the TERO commission, in an effort to promote Tribal and Individual economic development. There exists substantial legal support for the policy of Indian Preference in employment in Federal Statutory and Regulatory Law. Title VII of the Civil Rights Act of 1964 (42 U. S. C. 2000 et seq.) generally prohibits discriminatory practices in a number of elements of employment on the basis of race, color, religion, sex, or national origin. However, 42 U. S. C. 2000c – 2 (i) entitled “Preferential treatment of Indians living on or near reservations”, provides a specific exemption as follows:

“Nothing contained in this Title (42 U. S. C. 2000 et seq.) shall apply to any business or enterprise on or near an Indian reservation with respect to any publicly announced employment practice of such business or enterprise under which a preferential treatment is given to any individual because he is an Indian living on or near a reservation.”

The Indian Self Determination and Educational Assistance Act (25 U. S. C. 450 et seq.) provides, in part, that all federal contracts or subcontracts, grants or sub grants, awarded to Indian organizations or for the benefit of Indians shall require that, to the greatest extent feasible, (1) preference and opportunities for training and employment in connection with the administration of such contracts or

grants shall be given to Indians, and (2) preference in the award of such contracts or grants shall be given to Indian Organizations and to Indian – owned economic enterprises (25 U. S. C. 450e (b)).

25 C. F. R. 271.44 sets forth the federal regulations implementing the provisions of the above identified section of the Indian Self Determination Act requiring, to the greatest extent feasible, that preference be given to Indians in employment and training, and to Indian Organizations and Indian – owned economic enterprises in the award of contracts and subcontracts. The Office of Federal Contract Compliance Program and regulations provide, in 41 C. F. R. 60 -1.5 (a) (b), a specific exemption in the context of Indian Preference as follows:

“Work on or near Indian Reservations. It shall not be a violation of the equal opportunity clause for a construction or non – construction contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation. The use of the word “near” would include all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a workday. Contractors or subcontractors extending such preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation; and the use of such preference shall not excuse a contractor or subcontractor from complying with the other requirements contained in this chapter.”

CHAPTER 2 SHORT TITLE

This Ordinance shall be known and cited as the White Earth Reservation Tribal Employment Rights Ordinance (WER – TERO).

CHAPTER 3 AUTHORITY

The revised Constitution of the Minnesota Chippewa Tribe, pursuant to an order approved September 12, 1963, by the Assistant Secretary of the Interior, to revise the Constitution and bylaws of the Minnesota Chippewa Tribe and submit for ratification to the qualified voters of the reservation on November 23, 1963. This was accomplished in accordance with section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984). The revised Constitution was formally approved by the Secretary

of the Interior or designee thereof on March 3, 1964 authorizing and empowering the White Earth Reservation Tribal Council to enact and implement the provisions set forth in the Ordinance.

CHAPTER 4 DEFINITION OF TERMS

- A. WERTC** – shall refer to the White Earth Reservation Tribal Council.
- B. CERTIFIED INDIAN – OWNED FIRM OR ENTITIY** – shall mean and include any commercial, industrial or other business firm or entity in which fifty-one per cent (51%) or more of the actual management and control is exercised by an Indian or Indians, which percentages shall have special certification by the TERO Commission.
- C. COMMERCE** – shall mean and include all trades, traffic, architects, distribution, communications, transportation, provisions or services, manufacturing production, agricultural production, building maintenance, construction, banking mining, and energy resource production.
- D. DIRECTOR** – shall mean the Director of the White Earth Reservation Tribal Employment Rights Commission.
- E. COMMISSION** – shall mean the White Earth Tribal Employment Rights Commission.
- F. COMMISSIONER** – shall mean a member of the White Earth Tribal Rights Commission.
- G. CORE CREW** – shall be defined as a member of a contractor’s or subcontractor’s crew who is a regular, permanent employee and possesses specific management or trade skills such that the employer would face a serious financial loss if the position were filled by a person who had not previously worked for that contractor or subcontractor.
- H. COVERED EMPLOYER** – shall mean and include any employer who employs at least one employee at a job-site located on land within the territorial jurisdiction of the White Earth Reservation, and whose contract or grant is for \$200,000.00 or more. Indian – owned firms controlled by tribal officers, or their families, will not be restricted from entering bids or being awarded contracts as long as all TERO Programs requirements are strictly adhered to.
- I. EEOC** – shall mean the Equal Employment Opportunity Commission of the United States.
- J. EMPLOYEE** – shall mean and include any currently working employee, any applicant for employment and any employee whose work has ceased as a consequence of any current labor dispute or as a result of unfair labor practices and who has not secured any alternate regular and substantially equivalent employment. However, the term shall not mean or include any individual employed by any other person who is not an “employer” under the definition contained in this Chapter.

- K. EMPLOYEE ON TRUST LAND** – shall mean and include any employee who, in a non-supervisory or non-managerial position, spends in excess of one-tenth (1/10) of his/her working hours at a site located on the White Earth Indian Reservation or Tribal Trust Land; the term shall also mean and include any employee who, in a supervisory or managerial position, spends in excess of one - twentieth (1/20) of his/her working hours at site located on the White Earth Reservation or Tribal Trust Land.
- L. EMPLOYER** – shall mean and include, but not be limited to, any person or entity who engages in commerce through compensated agents or servants, or who is hired pursuant to a contract for services at a site located on the White Earth Indian Reservation or Tribal Trust Land. However, the term shall not include the White Earth Tribal Government, the United States Government or any wholly owned government corporation, or any State or political sub -division thereof, but shall include any independent contractors and subcontractors hired by these governmental units.
- M. HEARING OFFICER** – shall mean any person (s) appointed by the TERO Commission to conduct hearings.
- N. INDIAN** – shall mean and include any individual who is an enrolled member of an Indian Tribe with a Tribal Enrollment Number.
- O. INDIAN PREFERENCE** – shall generally mean that Indians who reside on the White Earth Indian Reservation or on Tribal Trust Land without regard to tribal affiliation, will be given preference in employment, training, contracting and subcontracting for employment activities that occur on the White Earth Reservation and that Indians not residing on the White Earth Indian Reservation will be given preference over non-Indians.
- P. INDIAN TRIBE** – shall mean and include any Indian Tribe, Band or other organized group or community, including any Alaska Native Village or unit defined 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.
- Q. NON – CERTIFIED INDIAN – OWNED FIRM OR ENTITY** – shall mean and include any commercial, industrial, or other business, which is less than fifty-one percent (51%) Indian owned business, which is less than fifty -one (51%) management and control being exercised by an Indian or Indians, as determined by the White Earth TERO Commission.
- R. VETERAN** – shall mean any enrolled Minnesota Chippewa Tribe member or other federally recognized tribal member who is disabled or served on active duty in the Armed Forces and was discharged or released from active duty under honorable conditions and can provide documentation of Veteran or Special Disabled Veteran status via form DD214, or active duty by certification, which is any written document from the Armed Forces that certifies the service member is expected to be discharged or released from active duty service in the armed forces under honorable conditions on letterhead of the appropriate military branch of service and contains (1) the military service dates including the expected discharge or release date; and (2) the character of service.

- S. VETERAN'S PREFERENCE** – shall mean preference in all referrals for hiring shall be granted first to any enrolled member defined above, who is also a veteran or active duty service member that is applying for employment referral through the White Earth TERO office. Veterans will receive preference in referral and hiring over any other equally qualified enrolled member.
- T. NOTICE** – as required to be given to unnamed parties in an action and to all interested persons to an action, in all instances where a specific person is not addressed, shall be sufficient if such notice is published in a news publication serving the geographic area where the action occurs and is posted in a public place on the White Earth Indian Reservation and Tribal Trust Land.
- U. OFCCP** – shall mean the Office of Federal Contract Compliance Program of the United States.
- V. PERSON** – shall mean and include both natural persons and artificial person, including but not limited to corporations, partnerships, joint ventures, sole proprietorships, associations, unions, trusts, trustees, and agents.
- W. SECRETARY** – shall mean the Secretary of the United States Department of the Interior or a duly authorized representative.
- X. TERO** – shall mean the White Earth Reservation Tribal Employment Rights Office.
- Y. INDIAN JOINT VENTURE** – shall mean a joint venture between an Indian owned firm or entity with another entity or entities for specified projects as long as the Indian-owned firm or entity is the managing partner. However, the TERO Commission must approve the joint venture.
- Z. TRIBAL MEMBER** – shall mean any person whose name appears on the official White Earth Rolls.
- AA. TRIBAL TRUST LAND** – shall mean any real property held in trust by the U. S. Government on behalf of the White Earth Band or any of its members or the Minnesota Chippewa Tribe.

CHAPTER 5 APPLICABILITY

The provisions set forth in this Ordinance shall apply to all lands held in Trust by the Federal government for the White Earth Band or for any of its tribal members as well as future lands so held, as authorized by the White Earth Reservation Tribal Council.

CHAPTER 6 SCOPE OF INDIAN PREFERENCE

- A. All covered employers shall grant a 1st level preference to any enrolled Indian residing on the White Earth Reservation or Tribal Trust property, without regard to Tribal Affiliation over Indians not residing on the Reservation or Tribal Trust Land in hiring, promotion, training and all other elements of employment.
- B. All covered employers shall grant a second level preference to Indians not covered by A above over all non- Indians in hiring, promotion, training, and all other elements of employment.
- C. All employers shall grant a 1st level preference to certified Indian – owned firms whose principal place of business is on the Reservation or Tribal Trust Land, over all other firms in awarding contracts or subcontracts.
- D. All covered employers shall grant a second level preference to certified Indian-owned firms which do not qualify under C above in the awarding of contracts and subcontracts.
- E. All covered employers shall grant a third level preference to non-certified firms with some Indian ownership, whose principal place of business is located on the Reservation or Tribal Trust Land over all other non-certified firms with some Indian ownership in awarding contracts and subcontracts.
- F. All covered employers shall grant a 4th level preference to non- certified firms with some Indian ownership over all others not covered at C, D, or E in awarding contracts and subcontracts.

The preference levels stated above are in the order of priority to be given preference, i. e. Level 1 is to be preference over Level 2, Level 2 is to be given preference over Level 3, etc.

The preferences that are granted in Chapter six (6) in categories C, D, E, and F above shall be according to the following schedule of Percentage Preference. Any contract subject to this ordinance shall allow the following maximum price preference provided that the total contract price is within the amount budgeted to complete the project.

SCHEDULE OF PERCENTAGE PREFERENCE

| | |
|--|--------------------------------------|
| When the lowest responsive Bid is less than \$100,000; | 10% preference upward is allowed |
| When the lowest responsive Bid is: | |
| At least \$100,000, but less Than \$200,000; | 9% preference upward is allowed; |
| At least \$200,000 but less Than \$300,000; | 8% preference upward is allowed; |
| At least \$300,000 but less Than \$400,000; | 7% preference upward is allowed; |
| At least \$400,000 but less Than \$500,000; | 6% preference upward is allowed; |
| At least \$500,000 but less Than \$1 million; | 5% preference upward is allowed; |
| At least \$1 million but less Than \$2 million; | 4% preference upward is allowed; |
| At least \$2 million but less Than \$4 million; | 3% preference upward is allowed; |
| At least \$4 million but less Than \$7 million; | 2% preference upward is allowed; |
| \$7 million and over; | 1 1/2% preference upward is allowed; |

The Schedule of Preference set forth above shall be granted above the lowest responsible bid received, which has been submitted, by a contractor or subcontractor in the order of preference pursuant to the levels set forth above.

In order for a Category C bidder to be awarded a contract and receive the preference percentage with respect to a project funded 100% by tribal and/or BIA/FHWA funding, such Category C bidder must submit a timely responsible sealed bid.

A Category C bidder does not have the ability to match the low bid (plus applicable percentage preference), after the low bid is known.

CHAPTER 7
TRIBAL EMPLOYMENT RIGHTS OFFICE PROGRAM

The TERO Commission shall be vested with the federal authority to implement the policy of Indian Preference in employment and contracting as established by the WERTC. The TERO Director shall have the specific duty and responsibility of engaging in the daily implementation of the provisions set forth in this Ordinance and any provisions pertaining to the TERO policies established by the TERO Commission. Supervisory authority over the TERO staff shall be vested in the TERO Director who has direct responsibility to the WERTC. The TERO Director shall prepare line item budgets for the operation of the TERO Ordinance, oversee expenditures of the TERO Program, and present before the TERO Commission any and all claims of noncompliance with this Ordinance, supplementary ordinance, rules, regulations, and/or guidelines promulgated by the TERO Commission.

The TERO Program staff shall have the following authority, duties, and responsibilities:

- A. To develop and maintain an updated register setting forth the names and addresses of Indian – owned firms certified for Indian Preference by the TERO Commission, together with an identification of the respective areas of work in which such firms are considered qualified.
- B. To develop and maintain a plan for coordination and dissemination of the certification register to all covered employers and to potential future employers.
- C. To develop and maintain a plan for dissemination of this Ordinance, and/or guidelines, established by the TERO Commission, to all covered employers and to all governmental entities letting contracts or grants for work to be done at job-sites located on the White Earth Reservation and Tribal Trust Land.
- D. To ensure compliance by covered employers with any and all reporting requirements as prescribed by this Ordinance, supplementary ordinances, rules, regulations, and/or guidelines established by the TERO Commission.
- E. To enter into formal negotiations with representatives of any employer in an effort to resolve on an informal, voluntary basis, any claims of non-compliance with the requirements set forth in this Ordinance, supplementary ordinance, rules, regulations, and/or guidelines set by the TERO Commission.
- F. To inspect any and all non-privileged information set forth in books and records maintained by any covered employer for the purpose of ensuring continued compliance thereby with the

requirement set forth in this Ordinance, supplementary ordinance, rules, regulations, and/or guidelines set by the TERO Commission.

- G. To conduct on-site inspections at any time during the actual operation of the business of any covered employer for the purpose of monitoring compliance with the requirements of this Ordinance, supplementary ordinances, rules, regulations, and/or guidelines set by the TERO Commission set by the TERO Commission, and to speak with any contractor, sub-contractor, employer or employee on-site so long as such conversation does not unreasonably interfere with the operation of the business.
- H. To review applications for Indian Preference certification (together with any and all supporting documentation), to conduct whatever investigations are deemed necessary or required in relation to any applicant's qualifications, and to submit to the TERO Commission a written analysis and recommended disposition of such application.
- I. To initiate proceedings before the TERO Commission for the purpose of suspending or revoking Indian Preference certification of a firm when changed circumstances so warrant.
- J. To secure additional funding from alternative sources: (e.g. Federal and/or State funding sources, private and public agencies), if necessary, for the continued adequate functioning of the TERO Program.
- K. To implement and maintain a tribal hiring hall from which covered employers shall select and employ qualified Indians to fill employment positions.
- L. To establish hiring goals and timetables setting forth the number of qualified Indians a covered employer must employ within its work force, during any year, by skill area or job classification.
- M. To require covered employers to establish and maintain job training or apprenticeship programs for the purpose of assisting Indians to become qualified in the various crafts, skill areas or job classifications used by such employers, and for the purpose of increasing the pool of Indians qualified to engage in the various employment positions available on the White Earth Reservation and Tribal Trust Land.
- N. To prohibit covered employers from instituting or utilizing job qualification criteria and/or personnel requirements which, in effect, serve as barriers to employment of Indians, unless such criteria can be demonstrated to be required by business necessity.
- O. To enter into negotiated agreements with labor unions for the purpose of ensuring union compliance with the requirements set forth in this Ordinance, supplementary ordinance, rules, regulations, and/or guidelines set by the TERO Commission.

- P. To work in conjunction (and possibly enter into cooperative agreements) with Federal, State, and local agencies whose regulations provide for the policy of Indian Preference in employment and in contracting, for the purpose of attempting to coordinate the respective Indian Preference requirement, monitoring efforts, and sanctioning activities to the greatest extent possible, subject to the approval of the Tribal Council.

- Q. To assume the full power and authority of the TERO Commission, under the supervision of the Director, in emergency situations or under exigent circumstances (e. g. immediate action must be taken to prevent further substantial harm resulting from a specific case of noncompliance, or when it is impossible to secure a quorum of the TERO Commission) at the discretion of the TERO Program staff provided, however, that any such action taken by the TERO Program staff shall be deemed temporary, pending review and determination by the TERO Commission within a period not to exceed five (5) working days from the date of which such emergency action was taken.

- R. To take such actions and engage in such other activities as are deemed necessary to achieve the purposes and objectives inherent in the policy of Indian Preference in employment and contracting.

**CHAPTER 8
WHITE EARTH RESERVATION TRIBAL EMPLOYMENT RIGHTS
(TERO) COMMISSION**

As the governing body of the White Earth Band of Chippewa Indians, the WERTC hereby delegates to the TERO Commission the power and authority to implement the Federally recognized policy of Indian Preference in employment and in contracting.

The TERO Commission shall consist of (5) members, each of who shall be appointed by the WERTC. One (1) of the commissioners may be a member of the WERTC, the terms of office for commissioners shall be two (2) years, staggered. Removal of commissioners shall be by the WERTC only for cause or for failure if a commissioner fails to attend and participate in commission meetings and proceedings. A Chair and Vice-Chair of the TERO Commission shall be selected by the Commission members themselves. Advisors and ex-official members of the Commission may be appointed by the Commission, if needed, and shall serve under the direction of the TERO Commission. Members of the Commission and advisors shall receive a stipend, as the budget permits, and shall be reimbursed for any reasonable and documented expenses actually incurred in connection with the performance of their duties and responsibilities.

The TERO Commission shall be vested with the general authority to implement the policy of Indian Preference in employment and in contracting as established by the White Earth

Reservation Tribal Council. The TERO Commission shall have the following authority, duties, and responsibilities:

- A. To establish and implement rules and regulations governing all activities and procedures of the TERO Commission.
- B. To issue rules, regulations, and guidelines deemed necessary to fully implement the provisions set forth in this Ordinance and those set forth in any and all supplementary ordinances.
- C. To meet with the TERO Program staff at least quarterly for the purpose of securing updates relative to the operation of the TERO Program.
- D. To hold formal hearings or to appoint hearing officer(s) in extremely complex and lengthy hearings that normally could not be conducted by the TERO Commission, to issue notices thereof, and to subpoena witnesses and documents in accordance with the hearing procedures set forth in this Ordinance, supplementary ordinances, rules, regulations, and/or guidelines promulgated by the TERO Commission.
- E. To impose sanctions and grant relief as authorized and prescribed by Chapter 12 of this Ordinance and by any and all supplementary ordinance.
- F. To require a covered employer to pursue corrective actions deemed necessary for such employer to come into compliance with the requirements set forth in this Ordinance, supplementary ordinances, rules, regulations, and/or guidelines promulgated by the TERO Commission.
- G. To take such other actions and engage in such other activities as are deemed necessary to achieve the purposes and objectives inherent in the policy of Indian Preference in employment and contracting.

In the event that the members of the Commission should determine that a potential conflict of interest exists between a member or members of the Commission and a hearing participant, such member or members of the Commission shall be disqualified from any participation in any decision-making process and/or hearing and shall not be present thereafter.

**CHAPTER 9
EMPLOYMENT RIGHTS FEE**

An Employment Rights Fee to raise revenue for the operation of the Commission is imposed as follows:

- A. Every covered employer with a construction contract(s) for construction of Health and Education, Housing facilities and Roads, and other construction in the sum of \$200,000 or more shall pay a one-time fee, as to each separate contract, of two percent (2%) of the total amount of the contract. Such fee shall be paid by the employer prior to commencing work on the White Earth Indian Reservation. However, where good cause is shown, the Director may authorize a construction contractor to pay said fee in installments over the course of the contract.

The Director shall be responsible for collecting said fees pursuant to any rules and regulations adopted by the Council. Said fees shall be paid to the Secretary/Treasurer and shall be credited to the general account of the White Earth Tribe.

**CHAPTER 10
COMPLAINT AND HEARING PROCEDURE**

Any person, including covered employers, employees, contractors, subcontractors, and TERO Program staff, who believes that any other person has failed to comply with any of the requirements set forth in this Ordinance, supplementary ordinances, rules, regulations, and/or guidelines promulgated by the TERO Commission, or any applicant who has been denied Indian Preference certification under Chapter 7, Section H, may file a written complaint with the TERO Commission, such complainant must demonstrate a personal harm suffered as a result of the alleged noncompliance.

Upon the receipt of such written complaint, the TERO Program staff shall direct written notice of the alleged noncompliance to the person against whom the allegation has been made. Within a period of five (5) working days from the date of receipt of such notice, the person against whom the complaint has been filed and the TERO Program /staff shall attempt to achieve a voluntary, informal solution to the matter through negotiation. If no solution has been achieved by the end of the five (5) day period, request that it set a date for formal hearing for a date that occurs within fifteen (15) days from its receipt of the request for a hearing.

The TERO Commission shall issue written notice, via certified mail, of the hearing, including the date, time, and location to:

- A. The person against whom the allegation has been made;
- B. The complainant;
- C. The TERO Program staff;
- D. Any and all other identified aggrieved persons.

In addition, such notice shall advise each party of:

- A. The nature of the hearing;
- B. The right to be present and participate in the hearing;
- C. The right to present the testimony of witnesses and documentary evidence, and the right to cross-examine witnesses;
- D. The right to be represented by counsel at their own expense.
- E. They will be provided a transcript of the hearing at their own expense;

On its own initiative or at the request of any person so notified of such a hearing, the Commission shall subpoena identified witnesses and documents and/or records excluding all Tribal Council Members and their staff and records. Within its discretion, upon request, the TERO Commission may direct that the TERO Program staff assist the complainant in the presentation of the allegation of noncompliance.

At all hearings before the Commission, the following Rules of Procedure shall be recognized and adhered to:

- A. Each notified party shall have the right to be present at and participate in the hearing.
- B. Each such person shall have the right to present relevant and sworn testimony and documentary evidence.
- C. Each such person shall have the right to call witnesses, excluding Tribal Council Members and their staff; on their own behalf and to cross-examine witnesses called by any other hearing participant.
- D. Each such person shall have the right to be represented by counsel at their own expense.

- E. The Chairperson of the TERO Commission or a member thereof appointed by the Chairperson shall preside over the proceedings.
- F. Formal Rules of evidence and Formal Rules or procedure need to be observed, the Commission shall proceed to ascertain the facts in a reasonable an orderly fashion subject to their adopted rules of evidence and procedure.
- G. A written account of major points covered in the hearing shall be kept by the commission.
- H. The proceedings may be recessed and continued later at the discretion of the Commission, should it deem such an action advisable or necessary.
- I. Matters to be proven must be proved by a preponderance of the evidence.
- J. At the termination of the proceedings, the Commission, within its discretion, may either render an immediate recommendation or take the matter under advisement and issue its recommendation no later than seven (7) days from the date of the hearing.

Within a period not to exceed seven (7) days from the date of the hearing, the Commission shall issue a written order, setting forth the specific grounds therefore and shall direct a copy thereof to each notified interested party who was present at and participated in the hearing. Should the Commission determine that the person against who the complaint was brought failed to comply with the requirement (s) set for in this Ordinance, in any supplementary ordinance, or in any rules, regulations, or guidelines promulgated by the TERO Commission, the Commission shall impose one or a combination of the sanctions set forth in Chapter Twelve (12) of this Ordinance and may order such person to take such corrective actions as are deemed necessary to remedy any harm caused by the noncompliance at issue.

CHAPTER 11 APPEALS PROCEDURE

At the written request of either the complainant, or the person whom the charge of noncompliance was made, may appeal the written order issued by the TERO Commission, which may be reviewed by the WERTC at its discretion.

The written “Request for WERTC Review” must be made to the TERO Commission within fifteen (15) days after the date the order is issued. The Chair of the Commission will forward the “Request for WERTC Review” to the Tribal Secretary/Treasurer within five (5) days from receipt of the request.

The Tribal Secretary/Treasurer will place it on the agenda of the next scheduled WERTC meeting, for consideration and if accepted the matter shall be set for hearing within fifteen (15) days.

The WERTC has four (4) options in dealing with the “Request for WERTC Review”:

- A. Refuse to review the order – it then becomes final and binding on all parties.
- B. Review the order, agree with it and let it stand.
- C. Review the order, disagree with it and send it back to the TERO Commission for further investigation, negotiation, and/or re-hearing.
- D. Review the order, disagree with it, reverse it and issue a Final Order.

If the WERTC decides to formally review an order issued by the TERO Commission, its review on appeal shall be presented by the parties: the WERTC review shall be confined to the evidence that was presented to the TERO Commission.

The WERTC’s disposition of the “Request for Review” is final and binding on all parties. If any WERTC member is or was also a member of the TERO Commission when the recommendation in question was issued, that WERTC member shall not participate in the WERTC review process under Chapter 8 of this Ordinance.

CHAPTER 12 SANCTIONS

Anyone or a combination of the following sanctions may be imposed by the Commission upon its determination that a covered employer or person has failed to comply with any requirements set forth in this Ordinance, or in any and all supplementary ordinances, or in any and all rules, regulations, and/or guidelines promulgated by the TERO Commission.

- A. Imposition of a civil monetary fine to exceed five hundred dollars (\$500.00) per violation. Each day during which a violation exists shall constitute a separate violation.
- B. Suspension or termination of the person's current conduct of business on the White Earth Indian Reservation or Tribal Trust Land, provided that such person be granted a reasonable period of time, as determined by the WERTC, during which to remove its equipment and personal property from the project site and to arrange with another person for the assumption of any of its outstanding contractual obligations.
- C. Prohibiting them from engaging in future conduct of business on the White Earth Reservation or Tribal Trust Lands for a definite or indefinite period of time.
- D. Order the immediate termination of any individual (s) hired in violation of any TERO requirements relative to Indian Preference in the selection and hiring of employees.
- E. Order the employment, promotion, and training of any Indian injured by a violation.
- F. Order the award of a contract or subcontract to any certified Indian-owned firm, according to the preference levels, injured by a violation.
- G. Order the award of back pay and damages to compensate individual (s) injured by a violation.
- H. Order changes in policies, procedures, and conduct as deemed necessary by the TERO Commission for the purpose of eliminating violations.
- I. Order such other or further relief as deemed necessary by the TERO Commission to alleviate, eliminate, or compensate a violation.

CHAPTER 13 PUBLICATION OF ORDINANCE

The obligation of all covered employers to fully comply with the requirements set forth in this Ordinance, in any and all rules, regulations, and/or guidelines promulgated by the TERO Commission shall be made known to all covered employers doing business at sites located on White Earth Reservation or Tribal Trust Land, whether currently or in the future. It shall be the duty and responsibility of the TERO Program staff to cause the publication of such requirements to be performed to the extent as prescribed herein.

The TERO Program staff shall send copies of this Ordinance, of any and all supplementary ordinances, of any and all rules, regulations, and or guidelines promulgated by the TERO Commission, upon formal adoption thereof by the WERTC, to all covered employers and to all government agencies and wholly-owned government corporations intending to undertake projects at sites located on White Earth Reservation or Tribal Trust Land. In addition, the TERO Program staff shall continuously maintain a sufficient number of copies of all such ordinances, rules, regulations, and/or guidelines for dissemination to any person who requests copies.

The TERO Staff shall ensure that all bid announcements issued by federal, state, and tribal agencies comply with the applicable requirements set forth in all TERO ordinances, rules, regulations, and/or guidelines.

CHAPTER 14 CONFIDENTIALITY AND REPORTING REQUIREMENTS

An employer shall submit to the TERO Office, in a timely manner, such information (including documentation) as the TERO staff should request from time to time in administering the Indian Preference Program. All written materials relating to any employer maintained on file in the TERO office shall remain strictly confidential. Such written materials shall include, but not be limited to, Indian Preference certification applications and accompanying documentation, financial records, tax records, corporate and other business organic documents, resumes, and financial institution documents. No person other than the TERO Directors and members of the TERO Commission shall have any access whatsoever to any such written materials.

CHAPTER 15 ON-SITE INSPECTIONS

The TERO Director, TERO staff, and members of the TERO Commission shall have the right to conduct unannounced, on-site, periodic inspections at any time during the actual operation of the business of any employer in order to monitor compliance by the rules, regulations, and guidelines promulgated by the TERO Commission, and with any Order issued by the TERO Commission. During the conduct of such on-site inspection, the inspectors shall have the right to speak with any contractor, subcontractor, or employee working on the site so long as such conversation does not unreasonably interfere with the operation of the business. Failure of an employer or its representatives to cooperate with the inspectors shall subject the employer to the sanctions contained in Chapter 12 of the Ordinance. In addition, the inspectors shall have the right to inspect any all records and other written materials maintained on-site by an employer applicable to establishing compliance with or violation of the Indian Preference Program. Any and all such written materials so inspected shall be subject to the requirements of strict confidentiality as prescribed by and set forth in chapter 14 of this Ordinance.

CHAPTER 16 COMPLIANCE PLAN

Subsequent to the effective date of the Ordinance, an employer who intends to do business at a site located on the White Earth Reservation or Tribal Trust Land shall not commence the conduct of business until the employer has consulted with the TERO Office and developed a plan for compliance with the Indian Preference Program which has been approved by the TERO Office and the WERTC.

CHAPTER 17 UNION AGREEMENT

A covered employer who intends to enter into a collective bargaining agreement with a labor union shall ensure that such agreement includes the Indian Preference requirements set forth in this Ordinance, in any and all supplementary ordinances, and in any and all rules, regulations, and/or guidelines promulgated by the TERO Commission. Any such collective bargaining agreement shall be subject to the review and approval of the TERO Program staff as to ensure that such agreement satisfies the intent of this chapter.

CHAPTER 18
RECOGNITION OF RELIGIOUS FREEDOM

An employer shall make any reasonable modifications in the operation of its business for the purpose of accommodating the religious beliefs, traditions and practices of Indian employees and Indian –owned firms.

CHAPTER 19
HARASSMENT

No person, including any employer, employee, representative, or agent of an employer, contractor, subcontractor, shall attempt to, or in fact, harass, intimidate or retaliate against any member of the TERO staff or any person who files or investigates a claim of violation of this Ordinance, or who is charged with ensuring compliance with this Ordinance. Should any person be deemed by the TERO Program staff to have violated such prohibition, the TERO Program staff shall direct such person’s employer, by certified mail, a formal written warning, setting forth a full description of the nature of the alleged harassment, intimidation, or retaliation and a clear admonition that such conduct be discontinued.

CHAPTER 20
INDIAN PREFERENCE GUIDELINES

Any and all guidelines promulgated by the TERO Commission setting forth requirements for covered employers and the TERO Program staff relative to Indian Preference in employment practices and in contracting and subcontracting (e. g. minimum numerical hiring goals and timetables, tribal hiring halls, training, promotions, layoffs, and contract awards) shall be incorporated herein and made part hereof, subject to formal approval by the WERTC.

**CHAPTER 21
RULES AND REGULATIONS**

In issuing any and all such rules and regulations, the TERO Commission shall recognize and comply with the following minimum procedures:

- A. The proposed rules and regulations shall be published once in the tribal newspaper, and written comments will be solicited.
- B. Within a period of twenty (20) days from the date of publication in the tribal newspaper, all interested persons may submit written comments to the TERO Office.
- C. Simultaneously with its initial review of the proposed rules and regulations, the WERTC shall review and discuss all written comments submitted.
- D. The WERTC, upon its final review of the proposed rules and regulations, with any changes made therein, shall formally approve and adopt the same at which time such rules and regulations shall become effective.

**CHAPTER 22
SEVERABILITY**

Should any provision set forth in this Ordinance, or the application thereof to any person or circumstance, be held invalid by a court of competent jurisdiction, the remainder of such provision, or the application of the provision to another person or circumstance, shall not be affected thereby.

**CHAPTER 23
COVERAGE**

This ordinance shall be applicable to all “covered employers” as defined in Chapter 4 of this Ordinance, whether such person is doing business at a site located on the White Earth Reservation at the time of the effective date of this Ordinance or will be doing business subsequent thereto.

**CHAPTER 24
EFFECTIVE DATE**

This ordinance shall be in full force and effect as of the date of the formal approval and adoption hereof by the White Earth Reservation Tribal Council.

**CHAPTER 25
PREVAILING WAGE RATE**

The White Earth Band desires to provide an adequate network of quality services to support the social and economic welfare and development of the tribal community and its resources, and has established the Tribal Employment Rights Ordinance for the White Earth Reservation and desires the White Earth tribal members to be paid a prevailing wage for their labor.

The White Earth Tribal Council has established prevailing wage scale standard for the White Earth Reservation, according to the suggested formula of Davis Bacon and the Minnesota State prevailing wage. White Earth Prevailing Wage will be adjusted and included in all bid materials as required for construction projects, additional copies can be obtained at the Tribal Employment Rights Office (TERO). See page 23.

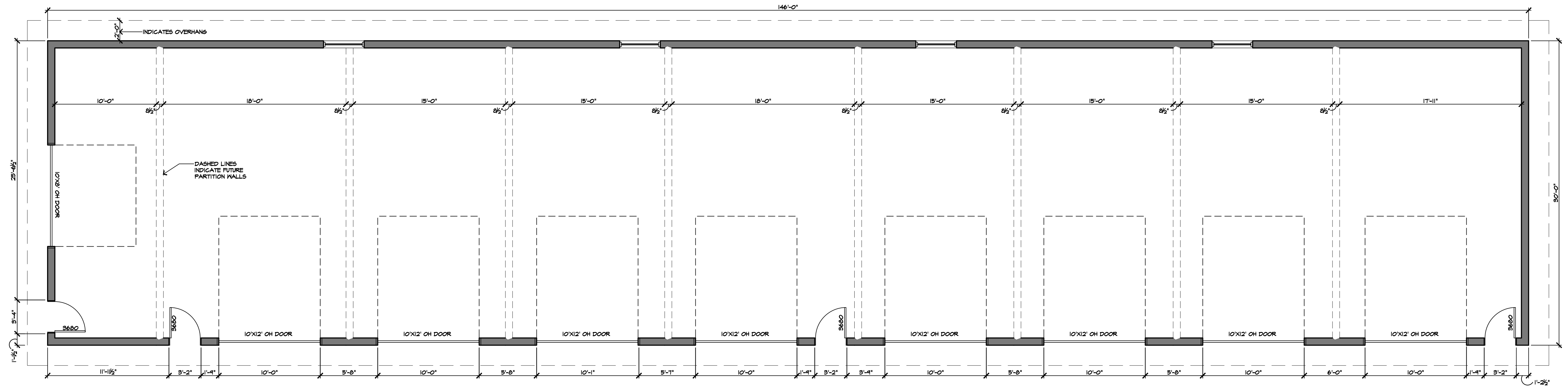
**CHAPTER 26
VETERAN'S PREFERENCE**

The White Earth Reservation allows for veteran's preference in the referral for hiring procedures of the White Earth TERO office.

When a TERO applicant meets the qualifications for employment through White Earth TERO and also provides documentation of qualifying military service, that individual will receive further preference in referrals for work by being given the first opportunity to accept the job via direct referral to the employer or offer made by phone or mail. TERO office staff will utilize the Skills Bank of available TERO applicants to identify individuals who are qualified for the job and preference will be given to veterans or active duty service members as defined. If the veteran declines the work opportunity it will be offered to the next best or equally qualified TERO applicant.

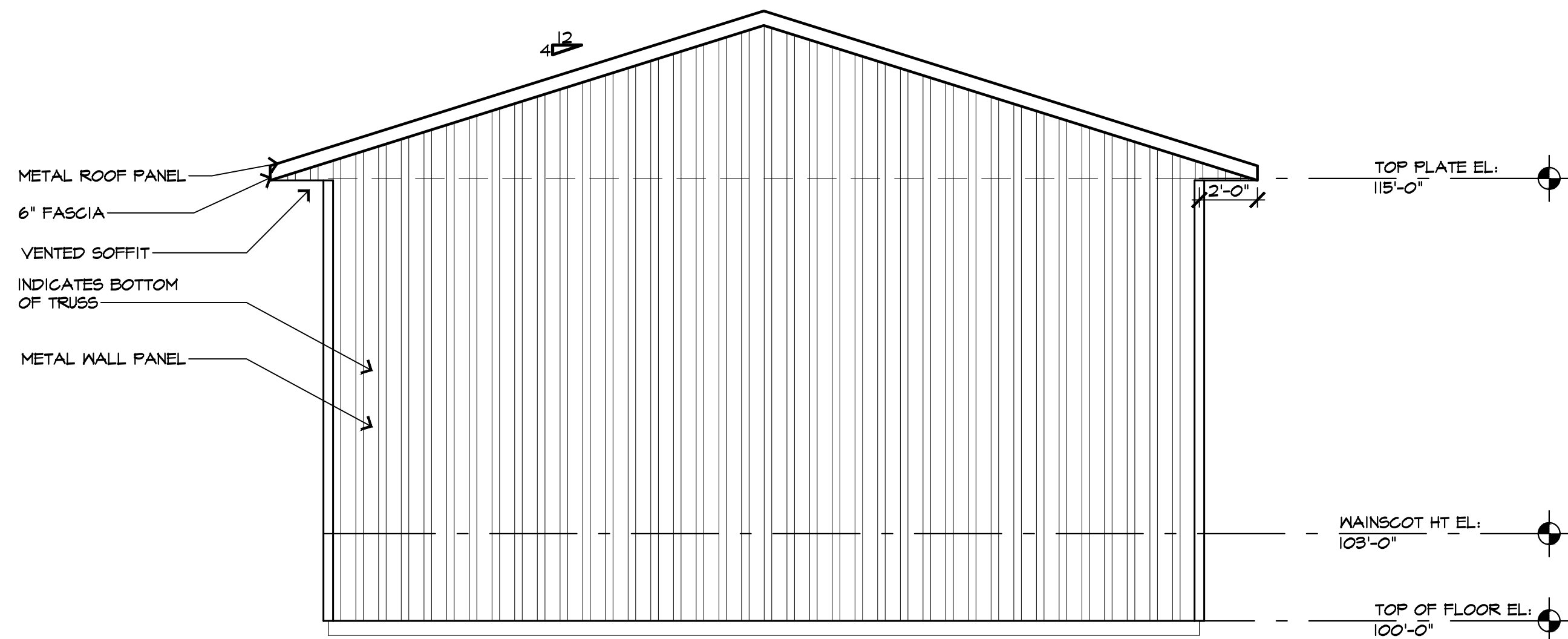
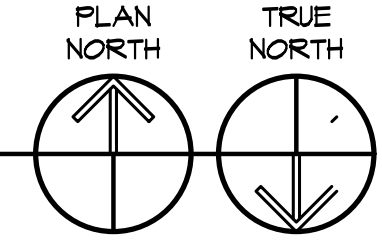
WHITE EARTH PREVAILING WAGES

| | |
|------------------------------------|----------|
| ASBESTOS - HEAT/ FROST INSULATORS | \$ 50.04 |
| ASBESTOS ABATEMENT | \$ 46.27 |
| BLASTER | \$ 23.90 |
| BOILERMAKER | \$ 65.54 |
| BRICKLAYER | \$ 53.63 |
| CARPENTER | \$ 37.79 |
| CARPET LAYER/LINOLEUM (SOFT FLOOR) | \$ 39.14 |
| CEMENT MASON/CONCRETE FINISHERS | \$ 34.25 |
| CONSTRUCTION/BUILDING INSPECTORS | \$ 24.81 |
| DRYWALL FINISHER/TAPER | \$ 36.39 |
| ELECTRICIAN/CABLE SPLICER | \$ 41.14 |
| FLAG PERSON | \$ 21.41 |
| FLOOR SANDERS/FINISHERS | \$ 24.81 |
| GLAZIER | \$ 31.79 |
| HEAVY EQUIPMENT OPERATOR | \$ 53.68 |
| IRONWORKER | \$ 56.44 |
| LABORER (SKILLED) | \$ 35.50 |
| LABORER (UNSKILLED) | \$ 25.00 |
| LANDSCAPE | \$ 29.59 |
| LINEMAN | \$ 55.89 |
| MECHANICAL INSULATOR | \$ 14.86 |
| PAINTER | \$ 37.47 |
| PILE DRIVER | \$ 43.56 |
| PIPELAYERS/FLAGGER | \$ 36.29 |
| PLASTERERS/STUCCO MASONS | \$ 37.25 |
| PLUMBER/SPRINKLER/PIPEFITTER | \$ 48.98 |
| QUALITY CONTROL TESTER | \$ 37.10 |
| ROOFER | \$ 39.67 |
| SIGN ERECTORS | \$ 38.44 |
| SPECIAL EQUIPMENT | \$ 32.38 |
| SURVEY TECHNICIAN | \$ 32.40 |
| TERRAZZO WORKER AND FINISHERS | \$ 54.41 |
| TILE FINISHER | \$ 28.19 |
| TILE SETTER | \$ 41.19 |
| TRUCK DRIVER | \$ 30.77 |
| UNDERGROUND/OPEN DITCH | \$ 36.98 |
| WATCH PERSON | \$ 16.50 |
| WIRING SYSTEM INSTALLER | \$ 22.82 |
| WIRING SYSTEM TECH | \$ 22.24 |



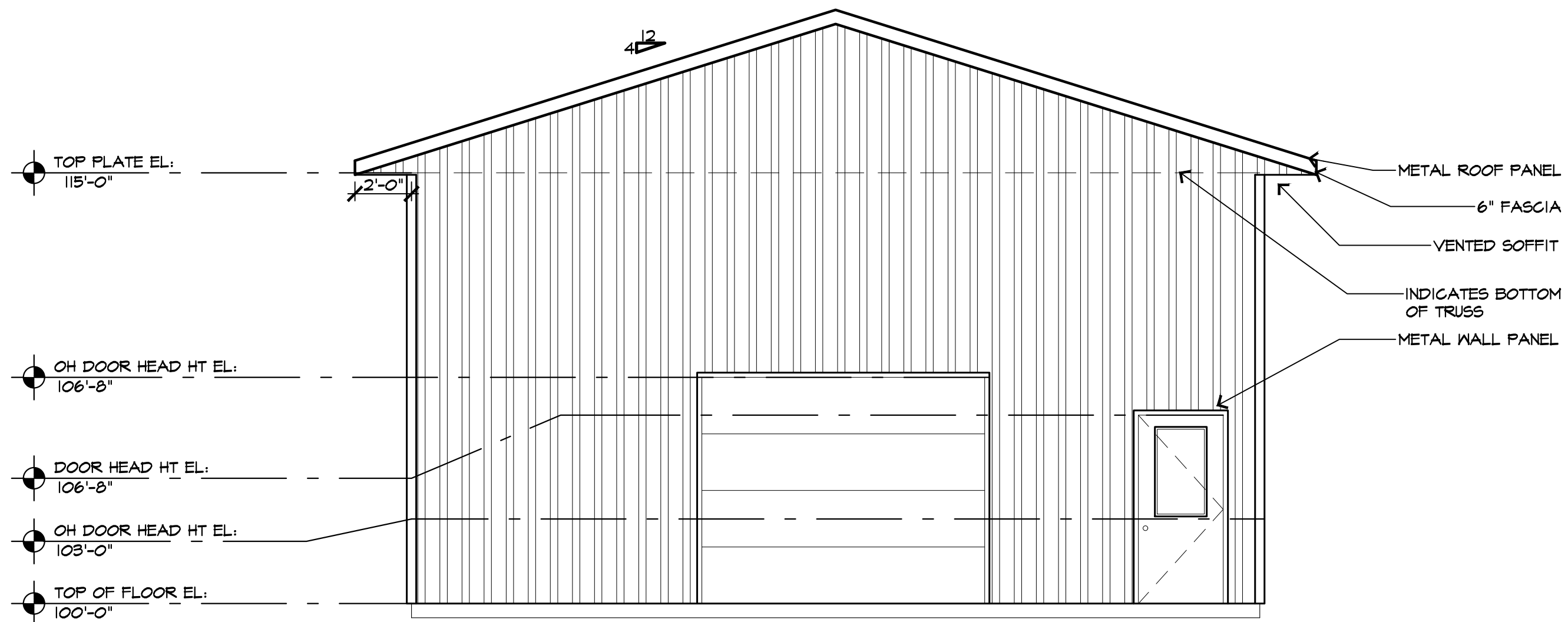
PROPOSED FLOOR PLAN

SCALE - 3/16" = 1'-0"



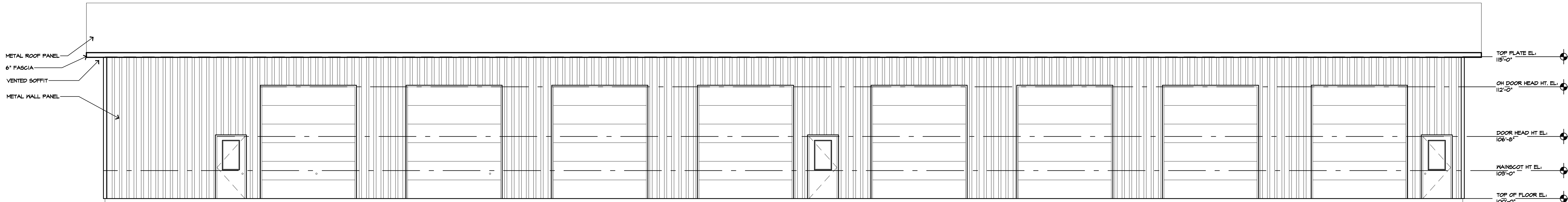
RIGHT ELEVATION

SCALE - 3/16" = 1'-0"

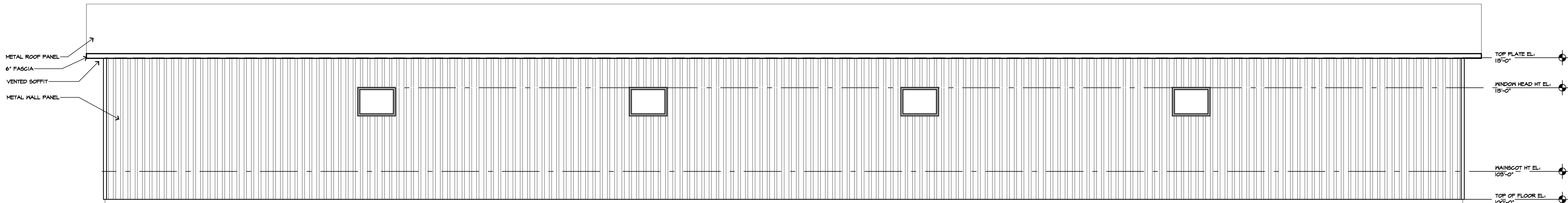


LEFT ELEVATION

SCALE - 3/16" = 1'-0"



FRONT ELEVATION
SCALE - 3/16" = 1'-0"



BACK ELEVATION
SCALE - 3/16" = 1'-0"

**WHITE EARTH
BUILDER, LLC**

FILE NAME: MDF
DRAWN BY: 11/22/24
DATE:
REVISIONS:

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WHITE EARTH HOUSING POLE BARN

3303 US HWY 59
WAUBUN, MINNESOTA

SHEET NUMBER:

A-2