

CONSTRUCTION CONTRACT DOCUMENTS
COQUILLE INDIAN HOUSING AUTHORITY
AND
SCOTT PARTNEY CONSTRUCTION, INC.
FOR
PROJECTS AND MAINTENANCE OPERATIONS AND STORAGE FACILITY

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BASE CONTRACT FOR CONSTRUCTION CONTRACTOR SERVICES
NATIVE AMERICAN HOUSING PROGRAMS

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS USE, COMPLETION OR MODIFICATION. THIS DOCUMENT IS INTENDED TO BE USED WITH THE GENERAL CONDITIONS OF THE GENERAL CONSTRUCTION CONTRACT SERVICES (Form NWIHA GC/Construction).

This document is published by the Northwest Indian Housing Association (NWIHA), an association of the Tribally Designated Housing Entities (TDHE's) of federally recognized Indian tribes located in the states of Washington, Oregon and Idaho, and Annette Island, Alaska.

Comments and suggestions concerning this document are welcome and may be forwarded to the NWIHA by mail, fax or e-mail. Comments and suggestions received may be used as the basis for changes or additions in future editions of this document.

Copies of this document and other construction documents and copies of this document and other documents in PDF format are available for purchase from the NWIHA.

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**BASE CONSTRUCTION CONTRACT BETWEEN
COQUILLE INDIAN HOUSING AUTHORITY
AND
SCOTT PARTNEY CONSTRUCTION, INC.
FOR**

PROJECTS AND MAINTENANCE OPERATIONS AND STORAGE FACILITY

This Contract for Construction Services is entered into on April 28th, 2017, between the Coquille Indian Housing Authority, (hereinafter "TDHE") and Scott Partney Construction, Inc., (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, TDHE desires to secure a general construction contractor for the Projects and Maintenance Operations and Storage Facility Project ("Project"), which is described in further detail herein; and

WHEREAS, CONTRACTOR has submitted the lowest responsible and responsive bid to the Request (or Invitation) for Bids for the Project;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - GENERAL AND SUPPLEMENTAL CONDITIONS

1.1 The General Conditions for this Contract are set out in the attached GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION/NATIVE AMERICAN PROGRAMS. FORM NWIHA GC/CONSTRUCTION (APRIL 2013), as supplemented and modified by the attached SUPPLEMENTAL CONDITIONS TO THE NWIHA GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT, both of which are hereby incorporated into this Contract by reference in their entirety. In addition, since the Invitation for Bids and the bid submitted by CONTRACTOR (which shall include all documents submitted as part of the bid) contain information specific to performance and compensation for the work, the Invitation for Bids and the bid submitted are also hereby incorporated by reference into this Contract in their entirety.

ARTICLE 2 - SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all the labor, materials, equipment, project management, expertise and other resources and services necessary for the construction and completion of the Project as described in the Request (or Invitation) for Bids, including the drawings and specifications by the Architect, and as presented in the bid submitted by CONTRACTOR on or about February 9, 2017, which is hereby incorporated by reference in its entirety. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and timely completion of its work. Should additional services be required or requested that are outside the Scope of Work, they must be specified in an individual Change Order that is approved by the TDHE per the terms and conditions of this Contract.

ARTICLE 3 - TERM OF CONTRACT

- 3.1 This Contract shall become effective upon the date it is executed by the parties.
- 3.2 The Notice to Proceed will not be issued until the Payment and Performance Bonds have been provided to TDHE's satisfaction and until CONTRACTOR provides the required insurance.
- 3.3 This Contract shall continue in effect until 365 calendar days after the notice to proceed, unless terminated sooner in accordance with any applicable provisions of this Contract. By agreement of the TDHE and CONTRACTOR, the Term of the Contract can be extended through an amendment to the Contract.

ARTICLE 4 - COMPENSATION AND BILLING

- 4.1 Total compensation to be paid by TDHE to the CONTRACTOR for performance of this Contract, subject to additions or deductions as provided in this Contract, and according to the schedule and requirements set out in the Contract Documents shall be lump sum, and shall not exceed **One Million, Seven Hundred Seventy-One Thousand, One Hundred Eighty-Eight, and 00/100's Dollars (\$1,771,188.00)** unless authorized in writing by TDHE.
- 4.2 Should additional services be required or requested that are outside the Scope of Work as specified in an individual Change Order, and that are approved by the TDHE, the CONTRACTOR shall be compensated in accordance with the rates negotiated by CONTRACTOR and TDHE and set out in that Change Order.

ARTICLE 5 - EXTENT OF AGREEMENT

- 5.1 This Contract, including any scopes of work, appendices, exhibits, and attachments hereto, constitutes the entire and integrated agreement between the TDHE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the TDHE and the CONTRACTOR. The following documents are attached hereto and are incorporated into this Contract by reference in their entirety, and shall be referred to as the "Contract Documents."
 - A. This instrument (Base Contract for Construction Contractor Services, Native American Programs. (April 2013))
 - B. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION/NATIVE AMERICAN PROGRAMS. FORM NWIHA GC/CONSTRUCTION (APRIL 2013)
 - C. SUPPLEMENTAL CONDITIONS TO THE NWIHA GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
 - D. Invitation for Bids
 - E. Instructions to Bidders for Contracts/Public and Indian Housing Programs. Form HUD-5369 (11/92)

- F. Supplemental Instructions to Bidders
- G. Bid Certification dated February 9, 2017
- H. Bid Amendment dated April 3, 2017
- I. Bid Bond
- J. Bid Bond Extension
- K. Representations, Certifications, and Other Statement of Bidders/Public and Indian Housing Programs. Form HUD-5369-A (11/92) (but only to the extent applicable under current regulations and applicable law and policy)
- L. Supplemental Representations, Certifications, and Other Statements of Bidders
- M. Non-Collusive Affidavit
- N. Statement Regarding Indian Preference
- O. Performance Security Bond
- P. Labor and Material Payment Bond
- Q. Federal Davis-Bacon Labor Standards Provisions and Wage Determination
- R. IRS Form W-9
- S. Contract Plans, Drawings, and Specifications including Addenda

ARTICLE 6 - SEVERABILITY

- 6.1 If any term, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract shall remain in effect.

ARTICLE 7 - NOTICES AND DESIGNATED CONTACTS

- 7.1 All notices of other communications to either party by the other shall be deemed given when made in writing and personally delivered, faxed, or mailed, postage paid, to:

<p>TDHE:</p> <p>Coquille Indian Housing Authority 2678 Mexeye Loop Coquille Tribal Lands Coos Bay, OR 97420</p>	<p>CONTRACTOR:</p> <p>Scott Partney Construction, Inc. 720 Chappell Parkway North Bend, OR 97459</p>
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- 7.2 Day-to-day project coordination and communications shall be conducted between the TDHE's Contracting Officer or designee, and the CONTRACTOR's designated Project Manager.

- A. TDHE's Contracting Officer and designee: Anne Cook / Lyman Meade
- B. CONTRACTOR's designated Project Manager: Scott O. Partney

ARTICLE 8 - NO CLAIM FOR WORK NOT COVERED BY CONTRACT

8.1 It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the CONTRACTOR and not specifically herein provided for, will be allowed by TDHE, nor shall the CONTRACTOR do any work or furnish any materials not covered by this Contract, unless such work is ordered by TDHE.

8.2 In no event shall TDHE be liable for any professional or technical services, materials furnished or used, or for any work or labor done, unless the services, materials, work or labor are required by the Contract or an order furnished by TDHE. Any such work or materials which may be done or furnished by the CONTRACTOR without order first being given shall be at CONTRACTOR’s own risk, cost, and expense and CONTRACTOR hereby covenants and agrees to make no claim for compensation or work or materials done or furnished without such order.

8.3 CONTRACTOR further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of TDHE, to provide substantial completion on or before: 210 calendar days after the notice to proceed.

ARTICLE 9 - PAYMENT AND PERFORMANCE BONDS

9.1 The bonds provided by CONTRACTOR in the sum of \$1,771,188.00 for a Payment Bond and \$1,771,188.00 for a Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, shall be executed as soon as possible upon execution of this Contract and made a part hereof as soon as they are executed. There shall be no Notice to Proceed issued and no work done or obligations incurred under this Contract until the executed bonds are provided to TDHE’s satisfaction.

AUTHORIZATION AND SIGNATURES

By their signatures below, the individuals executing this Contract hereby represent and warrant that they are authorized to bind their respective entities to all requirements, terms and conditions of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year set out above.

For: TDHE

By: _____
Anne F. Cook, Executive Director

Date: _____

For: Contractor

By: _____
Scott O. Partney, President

Date: _____

**GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION
NATIVE AMERICAN HOUSING PROGRAMS**

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS USE,
COMPLETION OR MODIFICATION.**

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CONDUCT OF WORK

1. Definitions

- (a) "Architect" means a person or other entity engaged by the TDHE to perform architectural, engineering, design, and other services related to the work as provided for in the Contract. When a TDHE uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. An Architect engaged by the TDHE for this Contract shall serve as a technical representative of the Contracting Officer. The authority of any Architect engaged by the TDHE for this Contract is as set forth elsewhere in this Contract. The TDHE shall not be required to engage an Architect in connection with this Contract. When no Architect has been engaged by the TDHE for this Contract, the Contracting Officer shall have all of the duties, responsibilities and authority of the Architect as set forth elsewhere in this Contract.
- (b) "Contract" means the Contract entered into between the TDHE and the Contractor. It includes the Base Contract for Construction and all the documents referred to in the Base Contract as "Contract Documents," and includes but is not limited to, forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders, these General Conditions of the Contract for Construction (form NWIHA GC), the applicable wage rate determinations, any special or supplementary conditions included elsewhere in the Contract, the Construction Progress Schedule, the Tribal employment and contracting preference law or regulation (if any), the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification. The documents comprising the Contract may be referred to as the "Contract documents." The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations representations or agreements, either written or oral.
- (c) "Contracting Officer" means the person delegated the authority by the TDHE to enter into, administer, and/or terminate this Contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the TDHE in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the Contract with the TDHE to perform all of the work required under the Contract.
- (e) "DOL" means the United States of America acting through the Department of Labor including the

Secretary, or any other person designated to act on its behalf.

- (f) "Drawings" means the drawings enumerated in the Contract and as described in the Contract clause entitled Specifications and Drawings for Construction herein.
- (g) "HUD " means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. The determination of HUD may be required for release of funds to the TDHE for payment to the Contractor. Notwithstanding HUD's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (h) "NAHASDA" means the Native American Housing Assistance and Self-Determination Act of 1996 as codified at 25 U.S.C. §4101, et seq., and the applicable regulations promulgated pursuant thereto.
- (i) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this Contract.
- (j) "Site" means the real property on which the project will be constructed.
- (k) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "TDHE" means the Tribal Housing Department or Program, or the Tribally Designated Housing Entity, including an Indian Housing Authority organized under tribal law, which is a party to this Contract.
- (m) "Tribe" or "Tribal" means the Indian tribe whose TDHE is a party to this Contract.
- (n) "Work" means materials, workmanship, and manufacture and fabrication of components to be performed under this Contract.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, power and other utilities necessary for the performance of the work.
- (b) The Contractor shall perform on the site, and with its own organization the percentage of work proposed in writing by the Contractor to be so performed, subject to the written approval of the Contracting Officer. If the

-
- Contractor does not propose a specific percentage of work, or if the Contracting Officer does not approve the percentage of work proposed by the Contractor, the Contractor shall perform on the site, and with its own organization, work equivalent to at least 12 percent of the total amount of work to be performed under the Contract.
- (c) At all times during the performance of this Contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and who has authority to act for the Contractor. The Contractor shall designate the name of its superintendent in writing and the approval of such superintendent by the Contracting Officer shall also be in writing.
 - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the TDHE, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except any completed unit of work which may have been accepted under the Contract.
 - (e) The Contractor shall lay out the work from base lines and benchmarks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the Contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
 - (f) The Contractor shall confine all operations (including storage of materials) on TDHE premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the TDHE and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor shall provide all necessary barricades and protective devices for the safety and protection of all persons working at or visiting the site, including workers and employees, agents or representatives of the Contractor, TDHE, Architect, local code authority, occupants, and the public generally during the

performance of the Work and for the duration of this Contract, and shall maintain all egress doors and fire exits from the building(s) free of obstructions.

- (i) Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract Documents the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- (j) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the Contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) Any Architect engaged by the TDHE for this Contract, and any successor, shall be designated in writing by the Contracting Officer.
- (b) Any Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the Contract. Such Architect may provide direction on contract performance. Such direction shall be within the scope of the Contract and may not be of a nature which: (1) institutes additional work outside the scope of the Contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the Contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the Contract.
- (c) The duties and responsibilities of any Architect engaged by the TDHE for this Contract may include the following:
 - (1) Making periodic visits to the work site, and on the basis of such on-site inspections, issuing written reports to the TDHE which shall include all observed deficiencies. Such Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles

proposed for use by the Contractor, and, (iv) the Contractor's price breakdown and progress payment estimates;

- (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the Contract; and,
- (5) Such other duties and responsibilities as are designated in writing by the Contracting Officer.

4. Other Contracts

The TDHE may undertake or award other contracts for additional work at or near the site of the work under this Contract. The Contractor shall fully cooperate with the other contractors and with TDHE employees and shall carefully adapt scheduling and performing the work under this Contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by TDHE employees.

CONSTRUCTION REQUIREMENTS

5. Preconstruction Conference and Notice to Proceed

- (a) Check the appropriate box:

There will be no preconstruction conference.

Within ten calendar days of Contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference to be convened by the TDHE with representatives of the TDHE, any Architect engaged by the TDHE for this Contract, a representative of each subcontractor known to the Contractor at the time of the conference and other interested parties. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the Contract. The TDHE will provide the Contractor with the date, time, and place of the conference. (Unless otherwise indicated there shall be a preconstruction conference.)

- (b) Unless otherwise agreed to in writing the Contractor shall begin work within _____ (15 unless otherwise indicated) days of receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, prior to commencing work, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor

contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the Contract until the Contractor submits the required schedule.

- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the TDHE. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this Contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable

from an inspection of the site, including all exploratory work done by the TDHE, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for performing the work without additional expense to the TDHE.

- (b) The TDHE assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the TDHE. Nor does the TDHE assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

8. Differing Site Conditions

- (a) The Contractor shall within ten days, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for performing any part of the work under this Contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the TDHE within ten days after receipt of such instructions and, in any event, before proceeding with the work unless otherwise authorized in writing by the Contracting Officer. An equitable adjustment in the Contract price, the delivery schedule, or both shall be made under this clause and the Contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the Contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications, addenda and change orders and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications or in case of discrepancy in the figures in the drawings, or in the specifications, the Contractor shall promptly submit the matter in writing to the Contracting Officer for resolution. The Contracting Officer shall promptly make a determination in writing. Any work completed or action undertaken by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary.
- (b) Whenever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by" or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provided complete in place," that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the TDHE by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the Contract. The TDHE may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this Contract.
- (e) If this Contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be

returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the TDHE's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved in accordance with (f) below.

- (f) If shop drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer, upon consultation with any Architect engaged by the TDHE for this Contract, approves any such variation, the Contracting Officer shall issue an appropriate modification to the Contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the TDHE for such large scale and full size drawings, color schemes, and other additional information, not already in the possession of the Contractor, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval three copies (unless otherwise indicated) of all shop drawings as called for under the various headings of the specifications. Two sets (unless otherwise indicated) of all shop drawings, will be retained by the TDHE and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this Contract, shall furnish a complete set of all shop drawings as finally approved. The drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.
- (j) The Contractor shall promptly give written notice to the Contracting Officer of any errors or omissions in the design of the work.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the

Contract. "As-built drawings" shall be synonymous with "Record drawings."

- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of Contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the Contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this Contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's written approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish the Contracting Officer with the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this Contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's written approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
 - (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The

Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

- (3) Certificates shall be submitted in duplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with Contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the TDHE's right to demand full compliance with Contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other Contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing materials which fail to meet Contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

- (c) Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the Contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and

regulations bearing on the work and shall immediately report any discrepancy it may discover in writing to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the Contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.
- (c) The Contractor shall be responsible for inquiring into and learning about all applicable tribal laws, ordinances, codes, rules and regulations, and Contractor shall obey and comply with the same. Such laws, ordinances, codes, rules and regulations shall include without limitation all TERO ordinances, TOSHA ordinances, tribal building codes and tribal environmental regulations. The Contractor shall give all notices and permit and facilitate such inspections as may be required under applicable tribal law. The Contractor shall secure and pay for all permits, fees and licenses required by the tribal government having jurisdiction over the project and shall pay any tribal taxes required to be paid on account of the project or on account of doing business within the jurisdiction of the tribal government. The Contractor shall include the terms of this paragraph in every subcontract so that such terms will be binding on each subcontractor.
- (d) The Contractor shall promptly give written notice to the Contracting Officer of any conflict or discrepancy between this Contract and any applicable laws, ordinances, codes, rules and regulations.

13. Health, Safety, and Accident Prevention

- (a) In performing this Contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the health and/or safety of such laborer or mechanic as determined under construction safety and health standards promulgated by any tribal entity or agency having jurisdiction over such matters or any other entity or agency having authority over such matters;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:

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- (1) Comply with such regulations and standards as may be issued by any tribal entity or agency having jurisdiction over such matters and as issued by the Secretary of Labor at 29 CFR Part 1926 or any successor regulations, or any other applicable federal regulations. Failure to comply may result in imposition of sanctions under applicable tribal law and imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. §327, et seq.; and,
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
 - (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by applicable tribal law and in the manner prescribed by 29 CFR Part 1904.
 - (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop work order issued under these circumstances.
 - (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the TDHE, or the tribal entity or agency having jurisdiction over such matters or any other entity or agency having authority over such matters shall direct as a means of enforcing such provisions.
 - (f) The Contractor shall immediately notify the TDHE in writing if any hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), is encountered on the site or believed to be encountered on the site. The Contractor shall immediately stop work in the affected area until the nature of the material or substance has been ascertained and until such remedial or corrective measures, if any are required, have been taken.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the TDHE in the condition and at the time required by the specifications. Before final acceptance of the work by the TDHE, the Contractor shall remove all temporary heating, covering, and enclosures except as directed by the Contracting Officer

15. Temporary Utility Services

The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain and have installed and maintained all utility connections and lines necessary for performance of the work. Any permanent utility connections, lines or meters or associated paraphernalia shall be turned over to the TDHE in the condition and at the time required by the specifications. Before final acceptance of the work by the TDHE, the Contractor shall remove all the temporary utility connections, lines, meters, and associated paraphernalia except as directed by the Contracting Officer.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this Contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this Contract, or by the operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this Contract shall be protected, cleared, and replaced in the same condition as at the time of award of this Contract.

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- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
 - (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the specifications or other Contract documents.
 - (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the specifications or other Contract documents.
 - (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
 - (j) The Contractor shall be responsible for any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for injury or damage to adjoining and adjacent structures and their premises and shall indemnify and save harmless the TDHE therefrom.
 - (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
 - (l) If the Contractor finds that any previously established reference points, benchmarks or monuments have been destroyed or displaced, or that none have been established, the Contractor shall promptly notify the Contracting Officer. The Contractor shall protect and preserve the established bench marks and monuments, and shall make no changes in locations without the written approval of the Contracting Officer. Any monuments or bench marks lost, destroyed, or disturbed shall, subject to prior approval by the Contracting Officer, be replaced and accurately located or relocated at the Contractor's expense, by a duly-licensed engineer or land surveyor.
 - (m) The Contractor shall maintain orderly work areas and dispose of construction residue, debris and trash on a DAILY basis, or more frequently if necessary, to ensure

safe working conditions and a safe work site for workers and employees, and to minimize hazards for agents or representatives of the TDHE, Architect, occupants, or other members of the public generally.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the TDHE. The temporary buildings shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in performing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any applicable tribal, federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water (Applicable to Contracts in Excess of \$100,000)

- (a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA), or the tribe or tribal designee that has assumed all of the responsibilities for environmental review, decision making, and action pursuant to such Act determines that independent facilities are collocated in one geographical area.
- (b) Contractor shall comply with the Clean Air Act, as amended ("Air Act"), 42 U.S.C. §7401, et seq., the Clean Water Act, 33 U.S.C. 1368, and the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., as amended (collectively, the "Water Act"), and Executive Order 11738, and all applicable regulations issued by the United States Environmental Protection Agency (EPA) pursuant thereto, including but not limited to --
 - (1) Not utilizing any facility in the performance of this Contract or any subcontract which is listed or

designated by the EPA as a "Violating Facility" (or similar or successive listing or designation) for the duration of time that the facility remains of the list;

- (2) Promptly notifying the Contracting Officer if a facility the Contractor intends to use in the performance of this Contract is listed or designated by the EPA as a "Violating Facility" (or similar or successive listing or designation) or the Contractor knows that it has been recommended to so listed or designated;
- (3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
- (4) Include or cause to be included the provisions of this clause in every subcontract, and take such action as the Contracting Officer may direct as a means of enforcing such provisions.

19. Energy Efficiency

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in any energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) that is applicable to the tribe having jurisdiction over the project.

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

- (1) "Acceptance" means the act by which the TDHE approves and assumes ownership of the work performed under this Contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the Contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to Contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the Contract conforms to Contract requirements, including applicable tribal laws, ordinances, codes, rules and regulations. All work is subject to TDHE inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

- (c) TDHE inspections and tests are for the sole benefit of the TDHE and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the TDHE after acceptance of the completed work under paragraph (k) below.
- (d) The presence or absence of a TDHE inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The TDHE may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The TDHE shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the Contract.
- (f) The TDHE may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the TDHE not to conform to Contract requirements, unless the TDHE decides that it is in its interest to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the TDHE may (1) by Contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the TDHE, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. Following inspection and correction of the defective work, if any, the uncovered work must be covered up at the expense of the Contractor.
- (j) If at any time before final acceptance of the entire work, the TDHE considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or

its subcontractors, or the TDHE had reasonable cause to believe that such work would be found to be defective or nonconforming due to the fault of the Contractor or its subcontractors, whether or not found to be defective or nonconforming, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract and there was no reasonable cause to believe such work would be found to be defective or nonconforming, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

- (k) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. A copy of such notice shall also be submitted within this time to any Architect engaged by the TDHE for this Contract. If the Contracting Officer, upon consultation with any such Architect, determines that the state of preparedness is as represented, the TDHE will promptly arrange for the inspection. Unless otherwise specified in the Contract, the TDHE shall accept, as soon as practicable after completion and inspection, all work required by the Contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes, or the right under any warranty or guarantee.
- (l) Nothing in this clause shall impose any duty on the TDHE to conduct any inspection and inspections conducted by the TDHE shall be for its sole benefit and use.

21. Use and Possession Prior to Completion

- (a) The TDHE shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the TDHE intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The TDHE's possession or use shall not be deemed an acceptance of any work under the Contract.
- (b) While the TDHE has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the TDHE's possession or use; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefor. If prior possession or use by the TDHE delays the progress of the work or causes additional expense to the Contractor, an equitable

adjustment shall be made in the Contract price or the time of completion, and the Contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges or purported claim, lien or charge, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien or purported lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one unless otherwise indicated) year(s) from the date of final acceptance of the work. If the TDHE takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one unless otherwise indicated) year(s) from the date that the TDHE takes possession.
- (b) The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to real or personal property of the TDHE or of any other person or entity when the damage is the result of --
 - (1) The Contractor's failure to conform to Contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for _____ (one unless otherwise indicated) year(s) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the TDHE shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:
- (1) Obtain all warranties that would given in normal commercial practice;
 - (2) Require all warranties to be executed in writing and assigned to the TDHE, for the benefit of the TDHE and its successors and assigns; and
 - (3) Enforce all warranties for the benefit of the TDHE and its successors and assigns.
- (g) Before final acceptance of the work by the TDHE, the Contractor shall provide to the TDHE all special warranties required to be provided in the specifications or other Contract documents. Any such warranties to be provided by subcontractors, manufacturers, or suppliers shall comply with the provisions of subparagraphs (f)(2) and (f)(3).
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the TDHE nor for the repair of any damage that results from any defect in TDHE furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the time limitations established under this clause relates only to the scope of the obligation of the Contractor to correct the work, and has no relationship to the time within which any obligation of the Contractor under this Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any obligation under this Contract.
- (j) The warranties set forth in this clause and elsewhere in the Contract documents shall not limit the TDHE's rights with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien or purporting to place a lien on the TDHE's property. This prohibition shall apply to all subcontractors at any tier and all material suppliers.

ADMINISTRATIVE REQUIREMENTS

25. Contract Period

The Contractor shall complete all work required under this Contract within 210 calendar days of the effective date of the Contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer. If no time is specified in this clause within which the contractor shall complete all work required

under this Contract, and if no time is established in the notice to proceed, the Contractor shall complete all work required under the Contract within the time specified in any other contract document, and if no time is specified in any other contract document, then within the time established in the Construction Progress Schedule submitted by the Contractor and approved by the Contracting Officer.

26. Conflict in Documents

- (a) In the event of a conflict or discrepancy within, between or among any of the contract documents, the Contractor shall promptly submit the matter in writing to the Contracting Officer for resolution. The Contracting Officer shall promptly make a determination in writing. Any work completed or action undertaken by the Contractor without such a determination shall be at its own risk and expense.
- (b) In the event of a conflict between the Contract and applicable tribal law or regulations, the tribal law or regulation shall prevail; provided that such tribal law or regulations does not conflict with, or is not less restrictive than applicable federal law, regulation, or applicable Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The TDHE shall pay the Contractor the price as provided in this Contract.
- (b) The TDHE shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the Contract, as approved by the Contracting Officer. The TDHE may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this Contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total Contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. If the Contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the Contract price. The Contractor shall prorate its overhead and profit over the construction period of the Contract.
- (d) The Contractor shall submit to the Contracting Officer, on forms provided by the TDHE, periodic estimates showing the value of the work performed during each

period based upon the approved breakdown of the Contract price. Such estimates shall be submitted not later than _____ (30 unless otherwise indicated) days in advance of the date set for payment and are subject to correction and revision as required. A copy of such estimates shall also be submitted within this time to any Architect engaged by the TDHE for this Contract. The estimates must be approved by the Contracting Officer, upon consultation with any such Architect, prior to payment. If the Contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

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

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

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the Contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Signature

Name

Title

Date

- (f) Except as otherwise provided under tribal law, the TDHE shall retain **five** (5) percent of the amount of progress payments until completion and acceptance of all work under the Contract.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the

material is insured to cover its full value; and (4) the material will be used to perform this Contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the TDHE's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the TDHE.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the TDHE, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the TDHE to require the fulfillment of all of the terms of the Contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the TDHE in the course of their employment, the Contractor shall restore such damaged work without cost to the TDHE and may seek redress for its damage only from those who directly caused it.
- (i) The TDHE shall make the final payment due the Contractor under this Contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the TDHE arising by virtue of this Contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this Contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The TDHE shall not be responsible for (1) determining or adjusting any claims for payment or disputes arising thereunder between the Contractor and its subcontractors or material suppliers; or, (2) withholding any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the TDHE to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this Contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this Contract. Any Contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the Contract unilaterally (1) pursuant to a specific authorization stated in a Contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the TDHE address). All other Contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the Contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) TDHE-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this Contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the Contract in writing. However, except for an adjustment based on defective specifications, no proposal for a change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications provided by the TDHE, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause,

or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period of submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases with at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate costs); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs or preparation and/or revision to shop drawings resulting from change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

(4) The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this Contract. Reference to such publication is for the sole purpose of identifying the principles and procedures to be followed in determining the allowability of direct and indirect costs and not for any other purpose. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the Contract, the application of indirect costs and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to

what extent the change will delay the completion of the Contract in its entirety.

- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the Contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contracting Officer determines appropriate for the convenience of the TDHE.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this Contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this Contract an adjustment shall be made for any increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this Contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

31. Disputes

- (a) "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the

Contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (b) Except for disputes arising under the clauses entitled Labor Standards and Labor Standards - Nonroutine Maintenance herein, all disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved exclusively under this clause.
- (c) The details and supporting documents of all claims by the Contractor for additional compensation, or for an extension of time of performance, or for any dispute regarding a question of fact, or for interpretation of the Contract, shall be made in writing and submitted to the Contracting Officer for a written decision within ten (10) calendar days from the date of the occurrence of the dispute. The Contractor agrees that unless these written notices are provided, the Contractor will have no entitlement to additional time or compensation for such act, event or condition and such failure to provide such notice shall constitute a waiver of the claims. All claims by TDHE against the Contractor shall be made in writing and submitted to the Contractor within ten (10) calendar days from the date of the occurrence of the dispute.
- (d) Presenting Claim. In presenting the claim and supporting documentation, the Contractor shall specifically include, to the extent then possible, the following:
 - (1) Certification signed by the Contractor that the claim is made in good faith, that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes TDHE is liable.
 - (2) A narrative which describes the facts and outlines the analysis of responsibility and causal connection of the claim including: (i) A brief summary of the claim and the facts pertinent to the claim; (ii) The specific Contract provisions on which the claim is based; (iii) A description of the relative responsibilities of each party giving rise to the claims; (iv) A description of the cause and effect relationship between the relevant acts and omissions of the specific responsible parties and the damages or additional costs claimed; (v) Documentation which supports the narrative including schedules, graphs, charts, photographs,

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- and any other pertinent documents or information;
- (vi) Quantitative analysis and presentation of requested additional compensation and/or the additional time including: (A) A summary of additional compensation and/or additional time requested; (B) Supporting calculations, subcalculations, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.
- (e) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by TDHE against the Contractor shall be subject to a written decision by the Contracting Officer.
- (f) The Contracting Officer shall, within _____ (60 unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (g) The Contracting Officer's decision shall be final unless the Contractor appeals in writing to a higher level in the TDHE in accordance with the TDHE's applicable policy and procedures for such appeals, if any. In the event that the TDHE does not have a policy and procedures for such an appeal, an appeal may be made to the governing body of the TDHE. Such appeal must be made within _____ (10 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (h) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract, and comply with any decision of the Contracting Officer.
- (i) Nothing in this Contract, or any action taken by the TDHE or any of its agents or employees in connection with this Contract shall be deemed to be a waiver of the sovereign immunity of the TDHE or the Tribe.
- (j) Contractor hereby acknowledges and irrevocably consents to the exclusive personal and subject matter jurisdiction of the Tribal Court or other Tribal dispute resolution entity or mechanism of the Tribe over any dispute, suit or other legal action that may be filed relating to the Contract, provided that this provision shall not be deemed to be a waiver of the sovereign immunity of the Tribe or TDHE, which immunity is hereby expressly asserted, and provided further that any order, judgment or award of such Court or dispute resolution entity or mechanism in favor of the TDHE and against the Contractor may be registered or enforced in any court of competent jurisdiction.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in the

- Contract, or any extension thereof, or fails to complete said work within such time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the TDHE may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the TDHE resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the TDHE in completing the work.
- (b) In addition to the grounds for termination set forth in 32(a), the Contracting Officer may terminate the Contract if the Contractor:
- (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - (2) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - (3) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - (4) substantially breaches a provision of the Contract Documents.
- (c) When any of the events listed in this Clause occur, if the TDHE determines that sufficient cause exists to justify such action, it may, without prejudice to any other of its rights or remedies, terminate the Contractor and may, subject to any prior rights of the surety:
- (1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - (2) accept assignment of subcontracts; and
 - (3) finish the Work by whatever reasonable method the TDHE may deem expedient.
- (d) Upon request of the Contractor, the TDHE shall furnish to the Contractor a detailed accounting of the costs incurred by the TDHE in finishing the Work.
- (e) When the TDHE terminates the Contract for one of the reasons stated in this Clause, the Contractor shall not be entitled to receive further payment until the Work is finished.

(f) Upon the Contractor's receipt of notice from the TDHE that it has been terminated by reason of default, the Contractor shall:

- (1) cease operations as directed by the TDHE;
- (2) take actions necessary, or that the TDHE may direct, for the protection and preservation of the Work; and
- (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, enter into no further subcontracts and purchase orders.

(g) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if --

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the TDHE or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the TDHE, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within _____ (10 unless otherwise indicated) days from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the Contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this Contract.

(h) In the event Contractor enters into proceedings related to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by this Contract, written notification of the bankruptcy to the Contracting Officer responsible for administering this Contract. This notification shall be furnished within five (5) days of the initiation of the bankruptcy proceedings. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and

a listing of government contract numbers and contracting offices for all government contracts (including but not limited to contracts with Indian tribes and tribal designated housing entities) against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

33. Liquidated Damages

- (a) It is recognized and agreed by the TDHE and the Contractor that it is extremely difficult to measure the harm to the TDHE resulting from delayed completion of the Project. Potential damages include costs for: the temporary relocation of and alternate housing for residents of the Project, similar difficulties in calculating damages. Accordingly, the TDHE and the Contractor agree that the Contractor shall have assessed against it and shall pay to the TDHE liquidated damages as follows. If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the TDHE as liquidated damages, the sum of \$500 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the TDHE. The Contractor remains liable for damages caused other than by delay. If no amount is inserted in this paragraph, the Contractor shall pay to the TDHE the actual amount of all damages sustained by the TDHE as a result of such delay.
- (b) If the TDHE terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages, or the actual amount of damages sustained by the TDHE as a result of the delay if no amount is inserted in paragraph (a) as liquidated damages, until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the TDHE in completing the work.
- (c) If the TDHE does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages, or the actual amount of damages sustained by the TDHE as a result of the delay if no amount is inserted in paragraph (a) as liquidated damages, until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this Contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the TDHE. Any such termination will be effective upon delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the

work under the Contract is terminated, unless a later date for termination is specified in the Notice.

- (b) If the performance of the work is terminated, either in whole or in part, the TDHE shall pay the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the TDHE of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of Contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the TDHE to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the TDHE or assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of administrative services reasonably necessary to prepare and present the termination claim to the TDHE; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within _____ (60 unless otherwise indicated) days of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this Contract.

35. Limitation on Damages

- (a) The Contractor shall not be entitled to duplicate payment under any provisions of the Contract nor shall the Contractor be entitled to payment for consequential, incidental, indirect or special damages, including but not limited to lost profits or income of the Contractor or any of its subcontractors upon termination of this Contract prior to its completion, even if such party has been apprised of the likelihood of such damages occurring.
- (b) Except as expressly set forth herein, in any action or proceeding arising out of, relating to or concerning this Contract, including, without limitation, any claim of breach of contract, the TDHE shall not, under any circumstances, be liable to Contractor for consequential, incidental, indirect or special damages, including but not limited to lost profits or income, even if such party has been apprised of the likelihood of such damages occurring.

36. Assignment of Contract

The Contractor shall not assign or transfer any interest in this Contract; except that claims for monies due or to become due from the TDHE under the Contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made

with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this Contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

37. Insurance and Indemnification

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the TDHE with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
 - (1) Workers' Compensation, in accordance with applicable tribal Worker's Compensation laws or in the absence of such laws, applicable state Workers' Compensation laws, or in the absence of the availability of such coverage, comparable private insurance.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. If no amount is inserted in this paragraph, the Commercial General Liability insurance required under this paragraph shall have a combined single limit for bodily injury and property damage of not less than \$3,000,000. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
 - (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence. If no amount is inserted in this paragraph, the Commercial General Liability insurance required under this paragraph shall have a combined single limit for bodily injury and property damage of not less than \$1,000,000.
- (b) Before commencing work, the Contractor shall furnish the TDHE with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the TDHE as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in

installing equipment supplied by the TDHE shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the TDHE. Policies shall furnish coverage at all times for the future cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the TDHE. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the TDHE

- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located and if required by applicable tribal law, by the tribe having jurisdiction over the project. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled to non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.
- (d) All insurance coverage obtained pursuant to this section shall contain a clause that expressly disclaims the insurer's ability to assert the sovereign immunity of the TDHE or the Tribe as a defense to any claim brought pursuant to such policy.
- (e) Notwithstanding and in addition to any other provision of this Clause 37, Contractor (Indemnitor) shall protect, indemnify, and save the TDHE, its agents, employees, officers, directors, attorneys and any of them, (Indemnitees), harmless from and against any claims, damages, costs, losses, or liabilities of any kind or nature, including attorney's fees, arising out of or resulting from performance of the Work or the Contract, attributable to the bodily injury, sickness, disease or death to persons, or damage or destruction to tangible property (other than the Work itself), and caused by the wrongful or negligent acts or omissions of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claims, damages, costs, losses, or liabilities are caused in part by a party indemnified hereunder.
- (f) If the injuries, sickness, diseases, death or damages as provided in the preceding paragraph of this clause are caused by or result from the concurrent wrongful act or negligence of:
 - (1) the indemnitee or the indemnitee's agents or employees, and
 - (2) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided in the preceding paragraph of this clause shall be valid and enforceable only to the extent of the indemnitor's wrongful act or negligence.

- (g) In claims against any person or entity indemnified under this Clause by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Clause d.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

38. Subcontracts

- (a) Definitions. As used in this Contract -
 - (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
 - (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into, and shall not permit any Subcontractors to enter into, any Subcontract with any Subcontractor who has been temporarily or permanently denied participation in contracting programs by any agency of the United States Government or of the tribe having jurisdiction over the project.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.
- (e) All subcontractors supplying material or labor related to the performance of this Contract shall enter into an approved contract with the Contractor, and such Contract shall contain all conditions set forth in the General Conditions Contract, including the supplemental conditions, and shall identify all retainage conditions. Such subcontracts shall also identify warranty callback conditions and method of assessment of liquidated damages against the subcontractor. Copies of all subcontracts must be submitted to the TDHE prior to the subcontractor appearing at the construction site.
- (f) Upon the request of a prospective subcontractor or supplier offering to furnish labor related to the performance of this Contract for which a performance

and/or payment bond has been furnished to TDHE pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

- (g) Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the TDHE.

39. Tribal and Indian Preference

- (a) Tribal Employment Rights Office or Ordinance (TERO). Contractor acknowledges and understands that, as part of this contract, he/she must comply with the TERO Laws, Regulations or Ordinances, if any, currently in effect for the Tribe. Contractor further understands that the TERO Laws are a supplement or an addition to the Indian Preference Provisions contained herein. Consequently, Contractor shall contact the Tribe's TERO Office to determine how he/she must comply with the duties and requirements contained in the TERO and in the Tribal and Indian Preference Requirements set out in this clause.

- (b) If the Tribe has established its own Tribal employment and contracting preference law or regulation pursuant to section 101(k) of NAHASDA, such law or regulation, and all related Tribal and TDHE policies, shall apply in lieu of the remainder of this clause. If the Tribe has not established such Tribal employment and contracting preference law or regulation, then subparagraph (c) of this clause shall apply. Contractor is required to make inquiries to determine whether the Tribe has established such Tribal employment and contracting preference law or regulation and to comply with such law or regulation.

- (c) If the Tribe has not established its own Tribal employment and contracting preference law or regulation pursuant to section 101(k) of NAHASDA, then the work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §450e(b)) --

- (1) Section 7(b) requires that to the greatest extent feasible (i) preferences and opportunities for training and employment shall be given to Indians; and (ii) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
- (2) The parties to this Contract shall comply with the provisions of Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)).
- (3) In connection with this Contract, the Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.

- (d) Upon a finding by the TDHE that the Contractor is not in compliance with any applicable provision of this Clause or with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)), the Contractor shall, at the direction of the TDHE, take appropriate remedial action.

- (e) The Contractor shall include this Clause in every Subcontract in connection with the Project, and shall at the direction of the TDHE, take appropriate action pursuant to the Subcontract upon a finding by the TDHE that the Subcontractor has violated any applicable provision of this Clause or section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)).

- (f) Upon a finding by the TDHE that a subcontractor is not in compliance with any applicable provision of this Clause or with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)), the Contractor shall direct the Subcontractor to take appropriate remedial action.

40. Subcontracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

- (a) During the performance of this Contract, the Contractor agrees as follows to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Tribal and Indian Preference clause of this Contract:

The Contractor shall take the following steps to ensure that whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of

Commerce, and State and local governmental small business agencies.

- (b) The provisions of this clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.

41. Equal Employment Opportunity

- (a) During the performance of this Contract, the Contractor agrees as follows to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Tribal and Indian Preference clause of this Contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
 - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, color, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as it may be subsequently amended, and as

supplemented in Department of Labor regulations, rules, and orders.

- (7) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (8) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

- (9) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of the United States of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (b) The provisions of this clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.

42. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968

- (a) During the performance of this Contract, the Contractor agrees as follows to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education

Assistance Act, the Tribal and Indian Preference clause of this Contract, and the Tribal Preference law, ordinance or regulation of the Tribe:

- (1) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this Contract will comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no Contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The Contractor agrees to send to each labor organization to representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, and the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to

circumvent the Contractor's obligations under 24 CFR Part 135.

- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- (b) The provisions of this clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.
- (c) The provisions of this clause shall be deemed to be satisfied if the Tribe has adopted its own Tribal employment and contracting preference law or regulation and the Contractor has complied with such law or regulation.

43. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

44. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

- (a) Conflicts of Interest (24 CFR 85.36(b)(3)).
 - (1) Based on federal regulations (24 CFR 85.36(b)(3)) and where 24 CFR 85.36 applies, no employee, officer, or agent of the TDHE shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his or her family,
 - (iii) His or her partner, or
 - (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractor or its agents. The awarding

agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

- (2) Neither the TDHE nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the TDHE, or any member of the governing body of the tribe for which the TDHE is the Tribally Designated Housing Authority, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the TDHE, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the TDHE and such disclosure is entered upon the minutes of the TDHE, the TDHE, with the prior approval of HUD, may waive the prohibition contained in this subsection: Provided, That any such present members, officer or employee of the TDHE shall not participate in any action by the TDHE relating to such contract, subcontract or arrangement.
- (3) No member, officer, or employee of the TDHE, or any member of the governing body of the tribe for which the TDHE is the Tribally Designated Housing Authority, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

(b) Conflicts of Interest (24 CFR 1000.32).

Based on federal regulations (24 CFR 1000.32) in all cases not governed by 24 CFR 85.36(b), the following conflict of interest provisions shall apply:

- (1) Conflicts prohibited. No person who participates in the decision-making process or who gains inside information with regard to NAHASDA assisted activities may obtain a personal or financial interest or benefit from such activities, except for the use of NAHASDA funds to pay salaries or other related administrative costs. Such persons include anyone with an interest in any contract, subcontract or agreement or proceeds thereunder, either for themselves or others with whom they have business or immediate family ties. Immediate family ties are determined by the TDHE in its operating policies.

- (2) No employee, officer or agent of the TDHE, no member of the immediate family of any such employee, officer or agent, no partner of any such employee, officer or agent and no organization which employs, or is about to employ any such person shall have a financial or other interest in the contractor or any subcontractor.

- (c) The provisions of this clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.

45. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with 31 U.S.C. §1352 which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (c) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this clause.

46. Ownership of Documents

All contract documents are the property of the TDHE and are not to be used by the Contractor or any subcontractor except in connection with the work to be performed under this Contract.

47. Copyrights and Rights in Data

Contractor recognizes and acknowledges that HUD has reserved a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

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- (1) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

48. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the TDHE harmless from loss on account thereof; except when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

49. Examination and Retention of Contractor's Records

- (a) The TDHE, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in all subcontracts under this Contract at any tier a clause substantially the same as paragraph (a) above.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this Contract, (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs and expenses of this Contract to which the TDHE, HUD or the Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions, or until the end of the 3-year period in paragraph (a), whichever is later.

50. Labor Standards - Davis-Bacon and Related Acts; Tribal Prevailing Wage Standards

If the total amount of this Contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the construction work to be performed under the Contract, unless (1) the construction work has been determined to be "Nonroutine Maintenance" subject to the terms of that clause of this Contract, or (2) the Tribe has established Tribally determined prevailing wage rates and standards that are applicable to the work under this Contract pursuant NAHASDA Section 104(b)(3). If the Tribe has

established Tribally determined prevailing wage rates and standards that are applicable to the work under this Contract, those rates and standards, and all other related Tribal law and regulations, shall supersede and replace all references to prevailing wage rates established by HUD and/or the Secretary of Labor, provided that all other provisions of this Clause 50 remain in full force and effect to the extent consistent with the Tribally determined prevailing wage rates and standards.

(a) Minimum Wages.

- (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) Classifications.

- (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage

determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
 - (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
 - (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics

includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the

Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) Payroll Submissions

(i) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees.

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The

allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee

program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this Contract.
- (f) Contract termination; debarment. A breach of this Contract clause may be grounds for termination of the Contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the TDHE, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.

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- (1) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or

subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

51. Labor Standards - Nonroutine Maintenance

If it has been determined that the construction covered by this Contract consists of nonroutine maintenance the labor standards set forth below and the provisions of the clause entitled Labor Standards - Davis-Bacon and Related Acts herein does not apply to this Contract. Provided, however, if the Tribe has established Tribally determined prevailing wage rates and standards that are applicable to the work under this Contract, those rates and standards, and all other related Tribal law and regulations, shall supersede and replace all references to prevailing wage rates established by HUD and/or the Secretary of Labor, provided that all other provisions of this Clause 51 remain in full force and effect to the extent consistent with the Tribally determined prevailing wage rates and standards.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The

wage determination shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) Classifications.

- (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (A) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (B) The classification is utilized in the area by the industry; and
 - (C) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(b) Withholding of funds. The Contracting Officer, upon his or her own action or upon request of HUD shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, or advance, until such violations have ceased. The TDHE or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of

each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Payroll submissions.

- (i) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (d)(1) above. This information may be submitted in any form desired. Optional Form WH-347(Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for submission of copies of payrolls by all subcontractors. (Approved by the OMB under OMB control number 1215-0149).
- (ii) Each payroll submitted shall be accompanied a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of persons employed under the Contract and shall certify the following:
 - (A) that the payroll for the payroll period contains information required to be maintained under subparagraph (c)(1) of this clause and that such information is correct and complete;
 - (B) that each laborer or mechanic employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) that each laborer or mechanic has been paid not less than the applicable wage rates for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or the TDHE and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment or denial of participation in HUD's programs pursuant to 24 CFR Part 24.
- (d) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3.
- (e) Contract termination; debarment. A breach of this Contract clause may be grounds for termination of the Contract and for debarment as a Contractor and a subcontractor as provided in 24 CFR Part 24.
- (f) Disputes concerning labor standards.
 - (1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this clause shall be subject to the general disputes clause of this Contract.
 - (2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) of this clause shall not be subject to the general disputes cause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this paragraph (f)(2) include disputes between the Contractor (or any of its subcontractors) and the TDHE, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (g) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor, contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any

workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (g)(1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in subparagraph (g)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (g)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (g)(2) clause.
- (h) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in this clause.

The provisions of this clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.

52. Non-Federal Prevailing Wage Rates

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- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the Contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the Contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
 - (2) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
 - (3) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.
 - (b) The provisions of this clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.

53. Drug-Free Workplace

- (a) The unlawful manufacture, distribution, dispensation, possession or use of a controlled is prohibited on the premises of the TDHE, including all properties, premises, and work sites of the TDHE. Appropriate disciplinary actions, which may include termination, will be taken against TDHE employees, contractors, and subcontractors for violation of the prohibition.
- (b) “Controlled substance” for purposes of this Contract means a controlled substance list in schedules I through V of Section 202 of the Controlled Substances Act (21 USC Section B12), and as further defined by federal regulations (21 CFR 1300.11-15). The work to be performed under this Contract requires that each employee directly engaged in the performance of work funded by TDHE shall abide by the terms of this statement and all related federal Acts, and shall notify TDHE of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- (c) The parties to this Contract shall comply with the provisions of the Drug Free Workplace Act of 1988 (41 USC 701 et seq., the drug free workplace requirements of the implementing regulations of the Native American Housing Assistance and Self-Determination Act of 1996 (24 CFR 1000.46), and the policy statement of the TDHE.
- (d) This drug free workplace clause shall be included into every subcontract in connection with the Project.

54. Independent Contractor

The parties intend that Contractor is and shall remain an independent contractor with respect to services and items being provided hereunder. The Contract is not intended to create a partnership or joint venture between the parties, and nothing in the Contract shall be construed as creating a relationship of employer and employee between the parties. Neither party shall have nor exercise any control or direction over the methods by which the other party, its officers, employees, agents or representatives perform their work or services. No agent, employee or representative of any party shall be construed or deemed an agent, employee or representative of the other.

55. Employment Eligibility Verification

Federal law requires Contractor and all subcontractors to employ only those individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. Contractor, and all subcontractors who are providing goods or services valued at \$3000 or higher must register with the United States Department of Homeland Security E-Verify system to confirm the eligibility of their employees to work in the United States.

56. Central Contractors Registry

Contractor and all subcontractors must be registered in the Central Contractors Registry. Contractor and all subcontractors shall comply with the Federal Acquisition Regulations “Central Contractors Registration” Clause, 48 CFR 52.204 – 7, FAR 4.1105, which clause is hereby incorporated into this Contract in its entirety.

57. NAHASDA Funds

The Congress, through treaties, statutes, and the general course of dealing with Indian tribes, has assumed a trust responsibility for the protection and preservation of Indian tribes and for working with tribes and their members to improve their housing conditions and socioeconomic status so that they are able to take greater responsibility for their own economic condition which includes assistance in financing the work to be performed under this Contract. Financing for the Project is provided, in whole or in part, through a direct Block Grant from the federal government, through HUD, under the Indian Housing Block Grant (IHBG) Program for Indian tribes and Alaska Native villages. No further determination from HUD is required to authorize changes in the Work or for release of funds to TDHE for payment to the contractor.

58. Value Engineering

- (a) The Contractor is encouraged to develop, prepare and submit value engineering change proposals (VECP) voluntarily. The Contractor shall share in any Contract savings realized from accepted VECP.
- (b) Definitions as used in this clause:

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- (1) "Contract savings" means the estimated reduction in the Contractor's cost of performance resulting from the Tribe/TDHE's acceptance of the VECP.
- (2) "TDHE costs" means those costs that result directly from implementing the VECP, such as any net increases in the cost of inspection, testing, operations, and maintenance. The term does not include the normal administrative costs of processing the VECP.
- (3) "Value engineering change proposal" means a proposal that requires a modification to this Contract and results in reducing the Contract price or estimated cost without impairing essential function, characteristics, or quality of the work.
- (c) At a minimum the Contractor shall include in each VECP the following information:
- (1) A description of the difference between the existing Contract requirements and that proposed, the comparative advantages and disadvantages of each, and the overall effect of the change on the work of the Contract.
- (2) A list and analysis of the Contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for both the affected portions of the existing Contract work and the VECP. The cost reduction associated with the VECP shall take into account the Tribe/TDHE's development and operating costs, and include any costs attributable to subcontracts.
- (4) A statement of the time by which a contract change order accepting the VECP must be issued by the Contracting Officer in order to achieve the maximum cost reduction, noting any effect on the contract period or construction progress schedule.
- (d) Upon receipt of a complete VECP, the Contracting Officer shall consult with the Architect and others as appropriate and will notify the Contractor of the status of the VECP within 30 days of receipt by the Contracting Officer. If additional time is required, the Contracting Officer will notify the Contractor within the 30-day period and provide the reason for the delay and the expected date of the decision.
- (1) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for the rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Tribe/TDHE.
- (2) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this Contract. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached by written order. Failure to reach an agreement on any VECP shall be a dispute under the **Disputes clause** herein.
- (3) The decision to accept or reject all or part of a VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (e) Sharing. The TDHE's share of savings is 50 percent of the difference of the Contract savings less any TDHE costs as defined in (b) above. Payment of any share due to the Contractor for use of a VECP on this Contract shall be authorized by a modification to this Contract and shall be calculated by reducing the Contract price by the Contract savings and adding the Contractor's share of savings to the Contract price.
- 59. References to Federal and Tribal Laws; No Waiver of Sovereign Immunity**
- (a) All federal and tribal laws and regulations referenced in this General Conditions Contract are deemed incorporated into this Contract in their entirety. However, reference to and incorporation of such laws and regulations shall not be construed to waive the Tribe's or the TDHE's sovereign immunity with regard to such laws and regulations, nor shall such laws and regulations be construed to apply to or govern the activities of the Tribe or TDHE, which immunity is hereby expressly asserted.
- (b) No phrase, clause, or provision of this Contract may be construed to be a waiver of the sovereign immunity of the Tribe or the TDHE, which immunity is hereby expressly asserted.
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**COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS**

**CONSTRUCTION OF
PROJECTS AND MAINTENANCE OPERATIONS AND STORAGE FACILITY
COQUILLE TRIBAL LANDS, COOS BAY, OREGON**

DECEMBER 28, 2016

REBID

**SUPPLEMENTAL CONDITIONS TO THE NWIHA GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

These are the Supplemental Conditions re: GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT /NATIVE AMERICAN HOUSING PROGRAMS. NWIHA GC/CONSTRUCTION (REVISED APRIL 2013). The following conditions supplement and modify the foregoing General Conditions Contract. Where there is a conflict between these supplemental conditions and the General Conditions Contract, the terms of these supplemental conditions shall govern.

1. To clarify the language in Clause 2 (i) and Clause 20(k) regarding “substantial completion,” the following definition shall be added to Clause 1 - Definitions:

(o) “Substantial Completion” for the purposes of this Contract is a stage near but not equal to the completion of the work, and is determined at the discretion of the TDHE through its own inspection of the work. The Contracting Officer shall determine, at an inspection to determine substantial completion, whether the work is in fact “substantially complete.” If the work is deemed to be substantially complete and accepted as such by the TDHE, the Contracting Officer shall develop a punch list for final completion. If the work is not deemed to be substantially complete, the Contracting Officer will inform the Contractor of what work needs to be completed, provided, however, that the Contracting Officer’s failure to inform the Contractor of one or more incomplete items shall not absolve the Contractor of the responsibility to complete such work as required by the Contract. A determination of substantial completion by the TDHE does not and shall not constitute final acceptance of work. Acceptance of substantial completion does not authorize the Contractor to submit or to receive final payment or payment of retainage. Reaching substantial completion is not the same as final completion for determination and calculation of liquidated damages, which will continue to accumulate until final completion of the work.

2. The following paragraph shall replace Clause 2 (j) – Contractor’s Responsibility for Work

(j) The Contractor’s responsibility will terminate when all work reasonably inferable has been completed, the final inspection made, and final acceptance of the work by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the Contract.

3. Clause 18 shall now be entitled Clause 18 – Clean Air and Water (Applicable to Contracts in Excess of \$150,000).

4. **Clause 31 (c) – Disputes is revised to read as follows:**

(c) The details and supporting documents of all claims by the Contractor for additional compensation, or for an extension of time of performance, or for any dispute regarding a question of fact, or for interpretation of the Contract, shall be made in writing and submitted to the Contracting Officer for a written decision within ten (10) calendar days from the date of the occurrence of the dispute. The Contractor agrees that unless these written notices are provided, the Contractor will have no entitlement to additional time or compensation for such act, event or condition and such failure to provide such notice shall constitute a waiver of the claims.

5. The following subsection (k) is added to **Clause 31 – Disputes:**

(k) Because this Contract is funded, in whole or in part, with public funds, time is of the essence for the TDHE to learn about and address claims and disputes. Contractor must comply with all notification requirements in the General Conditions, and bring any and all claims within the time frames set out in this Clause or such claims shall be permanently waived and deemed resolved. Further, notwithstanding any other provision of this Contract, Contractor may not bring any kind of cumulative or aggregate claim at any time.

6. The following revisions shall amend **Clause 41 – Equal Employment Opportunity:**

Subparts (1), (2), and (4), are revised to substitute “race, color, religion, sex, sexual orientation, gender identity, national origin, or handicap” for “race, color, religion, sex, national origin, or handicap”.

The underlined language is inserted into subpart (6):

The Architect/Engineer shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as further amended by Executive Order 13672 of July 21, 2014, and as it may be subsequently amended, and as supplemented in Department of Labor regulations, rules, and orders.

7. The following language shall replace the prior language in **Clause 44 – Interest of Members, Officers, or Employees and Former Members, Officers, or Employees:**

(a) Conflicts of Interest (2 CFR 200.319(c)(1)).

(1) The TDHE shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a

financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the TDHE may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the TDHE may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the TDHE.

(b) Conflicts of Interest (24 CFR 1000.32).

Based on federal regulations (24 CFR 1000.32) and where 24 CFR 1000.32 applies, in all cases not governed by 2 CFR 200.318(c), the following conflict of interest provisions shall apply:

(1) Conflicts Prohibited. No person who participates in the decision making process or who gains inside information with regard to NAHASDA assisted activities may obtain a personal or financial interest or benefit from such activities, except for the use of NAHASDA funds to pay salaries or other related administrative costs. Such persons include anyone with an interest in any contract, subcontract or agreement or proceeds thereunder, either for themselves or others with whom they have business or immediate family ties. Immediate family ties are determined by the TDHE in its operating policies.

8. The following shall replace **Clause 56 – Central Contractors Registry:**

56. System for Award Management Registration

Contractor and any subcontractors shall register with the U.S. Government System for Award Management (SAM.gov).

The parties, through their undersigned representatives, do hereby affirm that they understand and agree to these Supplemental Conditions:

By:

Signature

Date

By:

Signature

Date

**COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS**

**CONSTRUCTION OF
PROJECTS AND MAINTENANCE OPERATIONS AND STORAGE FACILITY
COQUILLE TRIBAL LANDS, COOS BAY, OREGON**

DECEMBER 28, 2016

REBID

The Coquille Indian Housing Authority (CIHA) invites qualified General Contractors to submit Sealed Bids for construction of the CIHA Projects and Maintenance Operations and Storage Facility on Coquille Tribal Lands in Coos Bay, Oregon.

PROJECT DESCRIPTION: The Project is located at 801 Miluk Drive, Coquille Tribal Lands, Coos Bay, OR. Work consists of providing all labor, materials, equipment, and incidentals necessary to construct a new maintenance/warehouse facility that consists of 13,680 s.f. of ground floor area, plus a mezzanine area equaling 6,840 s.f. The Project also includes associated sitework and utilities. The new building will include garage, storage, workshop, and office space and is to be constructed on the slab foundation of a demolished building previously located at the site.

ESTIMATE: The estimate for the Project is between \$1,000,000 and \$1,500,000.

BID DOCUMENTS: Bid Documents may be downloaded at www.coquilleiha.org, viewed at the CIHA office, or purchased from Richard P. Turi Architecture and Planning for a non-refundable fee of \$250 per complete set. Partial sets may be purchased for \$3 per print and \$.025 per specification page, plus postage.

PLAN CENTERS: The following Plan Centers have been notified of the Project:

- Contractor Plan Center, Milwaukie, OR (503) 650-0148
- Daily Journal of Commerce (DJC) Plan Center, Portland, OR (503) 274-0624
- Dodge Data & Analytics, Portland, OR (253) 539-9335
- Douglas County Plan Center, Roseburg, OR (541) 440-9030
- Eugene Builders Exchange, Eugene, OR (541) 484-5331
- Humboldt Builders Exchange, Inc., Eureka, CA (707) 442-3708
- Klamath Builders Exchange, Klamath Falls, OR (541) 882-9480
- Medford Builders Exchange, Medford, OR (541) 770-3271
- Premier Builders Exchange, Bend, OR (541) 389-0123
- Salem Contractors Exchange, Salem, OR (503) 362-7957
- Siskiyou Builders Exchange, Yreka, CA (530) 331-9795
- Southwest Washington Contractors Association (SWCA) Plan Center, Vancouver, WA (360) 694-7922
- Willamette Valley Bid Center, Tangent, OR (541) 928-5159

INTERESTED PARTIES LIST/EMAIL REGISTRATION: It is recommended that interested Prime Bidders, Subcontractors, and Vendors register with CIHA to receive e-mail notification of future addenda and/or to place themselves on the “Interested Parties List” maintained on the Project webpage. Those that do not register will not be notified of addenda and will need to periodically check the Project webpage for addenda issued on this Project. To register, please contact CIHA Administrative Services Coordinator Debbie Dennis at debbiedennis@coquilleiha.org or (541) 888-6501.

PRE-BID MEETINGS/SITE VISITS: Two Pre-Bid Meetings and Site Visits will be offered. The first Pre-Bid Meeting will be held at **10:00 a.m., Tuesday, January 10, 2017**, the second at **10:00 a.m., Thursday, January 12, 2017**. The meetings will begin at the CIHA Office and proceed to the Project Site. Attendance is not mandatory but highly recommended.

TECHNICAL QUESTIONS: Technical questions regarding this Project must be received in writing (email and fax acceptable) no later than **1:00 p.m. PDT, Monday, January 16, 2017** addressed to:

Lyman Meade, Deputy Director
Coquille Indian Housing Authority
2678 Mexeye Loop
Coquille Tribal Lands
Coos Bay, OR 97420
Email: lymanmeade@coquilleiha.org
Fax: (541) 888-8266

Responses will be posted on the Project webpage and emailed to registered email recipients.

BID SUBMISSION: Sealed Bids for this Project will be received until **2:00 p.m. PDT, Wednesday, February 1, 2017, at the office of the Coquille Indian Housing Authority, 2678 Mexeye Loop, Coquille Tribal Lands, Coos Bay, OR 97420**, at which time and place all Sealed Bids will be publicly opened and read aloud. Bids should be submitted in a sealed envelope that clearly indicates it contains a Sealed Bid for the Project, the Bid due date, and the name and address of the Bidder.

It is the sole responsibility of the Bidder to ensure that its Bid is received in proper time at the proper location. Any Bids received after the specified date and time will not be opened or considered. Faxed or emailed Bids will not be accepted. All Bids shall be guaranteed by the Bidder for a period of sixty (60) days from the date of Bid opening.

BID GUARANTEE: Bids must be accompanied by a Bid Bond made payable to the Coquille Indian Housing Authority in an amount not less than 5% of the total Bid. Performance and Payment Bonds in an amount equal to 100% of the contract price will be required at the time of contract execution.

LICENSING, SUSPENSION, AND DEBARMENT: All Bidders and proposed Subcontractors must be licensed and registered with the State of Oregon Construction Contractors Board and with the federal System for Award Management (SAM.gov) at the time of Bid Opening; qualified to perform the work described in the Approved Plans, Specifications, and Contract Documents; and not debarred, suspended, or otherwise excluded from or ineligible

for participation in federally assisted programs. Failure to meet these requirements shall render any Bid submitted as non-responsive.

CIHA will investigate as it deems necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. The Bidder shall furnish information and data requested by CIHA for this purpose. Bidder's past performance with CIHA (and others) will be considered in determining whether the Bidder and Bid are responsive, responsible and qualified, and most advantageous to CIHA. CIHA shall reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy CIHA that Bidder is properly qualified to carry out the obligations of the award.

PREVAILING WAGES: Davis-Bacon prevailing wage rates apply.

INDIAN PREFERENCE: This Project is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §450e(b)), which requires that to the greatest extent feasible (1) preferences and opportunities for training and employment shall be given to Indians; and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. Coquille Tribal member-owned and other Indian-owned firms or enterprises will be given preference in the award of this Contract. CIHA does not maintain a list of Indian-owned economic enterprises or organizations available for Bidder use.

RIGHTS RESERVED: CIHA reserves the right to reject or accept any or all Bids, waive irregularities or informalities in the Bid or in the Bidding, and cancel or delay the Bid Opening at any time.

Anne Cook, Executive Director
Coquille Indian Housing Authority

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Anne Cook, Executive Director
Coquille Indian Housing Authority
2678 Mexeye Loop
Coquille Tribal Lands
Coos Bay, OR 97420

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the

bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean 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, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [x] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS**

**CONSTRUCTION OF
PROJECTS AND MAINTENANCE OPERATIONS AND STORAGE FACILITY
COQUILLE TRIBAL LANDS, COOS BAY, OREGON**

DECEMBER 28, 2016

REBID

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. General.

The following supplements shall modify, change, delete from or add to the Instructions to Bidders. Where any Article of the Instructions to Bidders is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

2. Definitions.

Add the following:

- A. The word Owner is the Coquille Indian Housing Authority.
- B. The word Architect is Richard P. Turi - Architecture & Planning.

3. Article 5 - Late Submissions, Modifications, and Withdrawal of Bids.

Add the following:

Bids not in substantial compliance with the Instructions to Bidders cannot be considered and cannot be supplemented by submissions delivered after Closing. However, the Owner may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

4. Article 8 – Contract Award.

Add the following:

The Contractor shall within ten (10) days after notification in writing of the Owner's intent to award a Contract, execute and return to the Owner the Form of Agreement and all applicable Certificates of Insurance.

5. Article 9 - Bid Guarantee.

Bid guarantee as outlined is required.

6. Article 9 – Bid Guarantee.

Add the following paragraph:

All Bidders will leave their bids open for a period of sixty (60) days after the date of bid opening. No bid may be withdrawn during such period of time. Owner may accept any Bid in accordance with the Instructions to Bidders within such sixty (60) day period.

7. Article 10 – Assurance of Completion.

Contractor shall provide separate Performance Bond and Labor and Material Payment Bond made payable to the Owner issued by a Corporation legally licensed to transact business in the State of Oregon. Each bond is to be in the amount of 100% of the contract sum to assure the Owner of full and prompt performance of the Contract.

8. Article 10 – Assurance of Completion.

Add “Liquidated Damages” as follows:

It is understood that time is of the essence in the execution of this Contract in order to avoid undue hardship upon the Owner. It is also understood that unless extended in accordance with "The General Conditions of the Contract for Construction" that the Contractor will pay as liquidated damages to the Owner for any delay beyond the Substantial Completion Date established by the Contract, the sum of \$500.00 per calendar day, for each day required beyond that date.

9. Article 12 – Indian Preference Requirements.

Add the following:

Tribal and Indian Preference Requirements. Projects developed and operated with assistance under NAHASDA are subject to Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) provides that to the greatest extent feasible, preference shall be given to Indian organizations and Indian-owned economic enterprises in the award of all contracts and subcontracts. However, NAHASDA and its applicable regulations also provide that “Notwithstanding any other provision of law, with respect to any grant (or portion of a grant) made on behalf of an Indian tribe under [NAHASDA] that is intended to benefit 1 Indian tribe, the tribal employment and contract preference laws (including regulations and tribal ordinances) adopted by the Indian tribe that receives the benefit shall apply with respect to the administration of the grant (or portion of the grant).” (25 U.S.C. 4111(k)). In its Procurement Policy, the Coquille Indian Housing Authority has adopted tribal preference requirements consistent with Coquille Indian Tribal Code, 160.200(6)(c). Tribal preference requirements must be applied first, and only if there is no Tribal contractor who meets those requirements would the Indian preference requirements apply. Preference must be provided in accordance with the methods set forth in NAHASDA and consistent with 2 CFR Part 200.318-26. Where Tribal and Indian preference is determined not to be feasible, CIHA shall document the procurement file with the basis for its findings. Tribal and Indian preference applies not only on Coquille Tribal Lands or elsewhere within CIHA’s jurisdiction, but also to contracts with firms that operate outside these areas. Tribal and Indian preference in the solicitation, evaluation, and award process shall be as described above.

10. Bid Submission Checklist

The following items should be included with each Bidder's submission:

1. A fully completed Bid Certification Form
2. Substitution Request Form(s), if any
3. Bid Bond
4. Representations, Certifications, and Other Statements of Bidders Form
5. Supplemental Representations, Certifications, and Other Statements of Bidders Form
6. Non-Collusive Affidavit
7. Bidder Qualifications Form
8. Bidder References Form
9. Indian Enterprise Qualification Statement
10. Statement Regarding Indian Preference

END OF SECTION

BID CERTIFICATION FORM

REBID

PROJECT: Construction of Projects and Maintenance Operations and Storage Facility

LOCATION: 801 Miluk Drive
Coquille Tribal Lands
Coos Bay, Oregon

TO: Anne Cook, Executive Director
Coquille Indian Housing Authority

The Undersigned Bidder (“Bidder”) declares that Bidder has carefully examined the Drawings and Specifications, that Bidder has made an examination of the site of the proposed work and has made such investigations necessary to determine the character of material and the conditions to be encountered. The Bidder hereby proposes to furnish all materials and labor and perform all work to complete the above referenced Project, in strict accordance with the Drawings and Specifications prepared by the firm of Richard P. Turi Architecture and Planning, 1834 McPherson Avenue, North Bend, Oregon 97459 for the following sum:

BASIC BID

ONE MILLION SEVEN HUNDRED AND TEN THOUSAND FIVE HUNDRED Dollars

AND NO Cents. (\$ 1,710,500.00)

And be bound by the following documents:

- Invitation to Bid
- Instructions to Bidders
- Supplemental Instructions to Bidders
- Bid Certification Form
- Substitution Request Form
- Bid Bond
- Representations, Certifications, and Other Statements of Bidders
- Supplemental Representations, Certifications, and Other Statements of Bidders
- Non-Collusive Affidavit
- Bidder Qualifications
- Bidder References
- Indian Enterprise Qualification Statement
- Statement Regarding Indian Preference
- Base Contract for Construction
- Performance Security Bond
- Labor and Materials Payment Bond
- General Conditions (Form NWIHA GC/Construction – 4/13)
- Supplemental Conditions to NWIHA General Conditions.
- Davis-Bacon Wage Rate Determinations
- Specifications
- Drawings

COMPLETION DATES

It is understood that time is of the essence in the execution of this Contract in order to avoid undue hardship upon the Owner, and that the Completion Dates designated herein may be a prime consideration in the award of this contract. The Bidder is advised that the Owner desires to have the project completed by **September 30, 2017**.

If the Bidder agrees to the Owner-desired completion date, Bidder should indicate this in the space below. If the Bidder would like to propose an earlier completion date, Bidder should indicate as such below. All completion dates submitted on this Bid Form are done so with the understanding that the Bidder will receive a "Notice to Proceed" no later than April 1, 2016. If the "Notice to Proceed" is issued after this date, Completion Dates shall be adjusted accordingly.

- I agree to the Owner-desired completion date _____; or,
(indicate yes or no)
- I propose an alternate completion date of _____; or,
(month/day/year)
- I propose 210 _____ calendar days from the "Notice to Proceed".
(days)

The Bidder hereby agrees and certifies that unless extended in accordance with "The General Conditions of the Contract for Construction" that the Bidder will pay as liquidated damages to the Owner for any delay beyond the number of days listed above, the sum of \$500.00 per day, for each additional day required.

FEDERAL AND TRIBAL COMPLIANCE

The Bidder agrees that Bidder will comply with all applicable provisions of the Davis-Bacon Wage Rates and all the requirements associated with "Federally Assisted Projects", including but not limited to those listed within these specifications, and that Bidder will comply with all applicable provisions of Coquille Tribal Law and the regulations and policies of the Coquille Indian Housing Authority.



Initial here if agreed

COMPLIANCE AND CERTIFICATION

By signing this bid form, the Bidder hereby agrees and certifies that:

- a. The Bidder has not and will not discriminate against minority, women or emerging small business enterprises in obtaining subcontracts for the work, provided that notwithstanding this paragraph Bidder shall apply Indian and Tribal preference as required by the General Conditions Contract.
- b. To the extent applicable to Bidder on this project, Bidder shall comply with the provisions of ORS 305.385 relating to Oregon tax laws.

- c. The Bidder, its Sub-Contractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- d. The Bidder is registered with the Construction Contractors' Board in accordance with ORS 701.021.
- e. All Sub-Contractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors' Board in accordance with ORS 701.021 before the Sub-Contractors commence work under the Contract.
- f. The references in the proceeding subparagraphs to various provisions of Oregon law do not and shall not be construed to make Oregon law applicable on the lands of the Coquille Indian Tribe or to the Tribe or any Tribal entity

SP Initial here if Bidder agrees to comply with the above conditions

The Name of the Bidder who is submitting this Proposal is:

Scott Partney Construction, Inc.

Mailing Address: 720 Chappell Parkway

City: North Bend State: OR ZIP: 97459

Telephone: 541-756-7060 Fax: 541-756-7067

Bidder's Email Address: scott@partneyconstruction.net

Bidder's Registration Number: 162882

Check one of the following which best describes the Bidder's business organization.

Sole Proprietor Corporation Partnership

Other (Explain): _____

The Names of the Principal Officers of the Bidder submitting this Proposal, or of the Partnership, or of all persons interested in the Proposal as Principal are as follows:

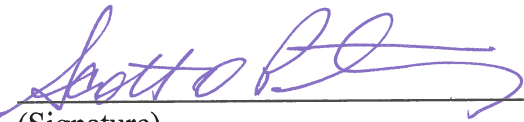
Scott O Partney, President _____

Dated this 9 day of FEBRUARY, 2017.

Acknowledge Receipt of Addenda:

- (1) 17 JANUARY 2017
- (2) 25 JANUARY 2017
- (3) 31 JANUARY 2017
- (4) 2 FEBRUARY 2017

NAME OF BIDDER:


(Signature)

SCOTT O PARTNEY
(Printed Name)

President
(Title)

Coquille Indian Maintenance building				
BID DATE: February 9, 2017				
COMPLETION = xxx calendar days LDS = \$xxx/Day				
AREA: NEW 20,520 SF REMODEL 0 SF ESTIMATE - N/A				
SECTION	DESCRIPTION	ORIGINAL 2016	REBID 2017	
	JOB OVERHEAD	132,477	132,477	
02200	EARTHWORK	74,450	103,815	Market Adjustment
02870	SITE SPECIALTIES	5,177	1,928	
03300	CONCRETE	85,003	85,003	
05500	METAL FABRICATIONS	20,981	20,836	
06100	ROUGH CARPENTRY	426,799	428,725	
06200	FINISH CARPENTRY	110,228	108,246	
07000	THERMAL & MOISTURE PROTECTION	295,302	68,367	BID ERROR Add \$93,000
08000	DOORS AND WINDOWS	72,424	75,072	
09000	FINISHES	78,074	84,838	Market Adjustment
10000	SPECIALTIES	8,567	8,636	
211300	Fire Suppression	156,413	81,511	Design change
220000	Plumbing	58,786	58,786	
	Air line install W/Plumbing	0	0	
	Condensate lines	1,102	1,102	
230000	HVAC	72,148	68,844	Market Adjustment
260000	Electrical	340,859	348,341	
270000	Communication W/ELECTRICAL	0	0	
280000	Electronic Safety and Security W/ELECTRICAL	0	0	
		0	0	
	SUBTOTAL	1,938,790	1,676,527	
	LABOR ADJUSTMENTS		0	
	LABOR BURDEN		0	
	LABOR ADJUSTMENT		0	
	INSURANCE		0	
	LIABILITY		0	
	BUILDERS RISK	2,754	2,754	
	ADDITIONAL INSURED		0	
	PERMITS AND FEES		0	
	PLAN CHECK FEE		0	
	BUILDING PERMIT w/ right of way		0	
	SYSTEMS DEVELOPMENT CHARGES:		0	
	STORM DRAIN		0	
	WATER		0	
	SEWER		0	
	PP&L FEE		0	
	SUBTOTAL ALL COSTS			
	CONTINGENCY / ADJUSTMENTS			
	MARKUP #1 _% COST			
	TOTAL	1,941,544	1,679,281	
	BONDS			
	SUB BOND			
	PERFORMANCE BOND	35,078	31,564	
	BOLI Bond			
	BID AMOUNT	1,976,622	1,710,845	
	FINAL	1,976,600	1,710,500	Bid Amount
			93,000	Add Bid Error
			1,803,500	Amended Bid Amount
			-32,312	VE savings (see breakdown below)
			\$1,771,188	FINAL CONTRACT SUM
	Value Engineering			
1	Delete skylights.	17,238		
2	Delete skylight trim.	3,686		
3	Delete skylight flashing.	4,142		
4	Modify light fixtures.	7,246		
	Total savings	32,312		

Signed:

Scott O. Partney, President

Date

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Scott Partney Construction, Inc.
720 Chappell Parkway
North Bend OR 97459

SURETY:

(Name, legal status and principal place of business)
Developers Surety and Indemnity Company
17771 Cowan Ave., Suite 100
Irvine, CA 92614

OWNER:

(Name, legal status and address)
Coquille Indian Housing Authority
2678 Mexeye Loop - Coquille Tribal Lands
Coos Bay, OR 97420

BOND AMOUNT: Five percent of the total amount bid - - - - (5%)

PROJECT:

(Name, location or address, and Project number, if any)
Construction of Projects and Maintenance Operations and Storage Facility
Coquille Tribal Lands
Coos Bay, OR

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of February, 2017

Scott Partney Construction, Inc.

(Principal)



(Seal)

(Witness)



(Witness) Kristen McGillvrey

Developers Surety and Indemnity Company

(Surety)



(Seal)

(Title) Ruby M. Haskell, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*****Kristen McGillvrey, Steven J. Hanson, Paul A. Jensen, Larry C. Buck, Dean R. Pollock, Robert A. Harvey, Tina A. Costa, Ruby M. Haskell, jointly or severally*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

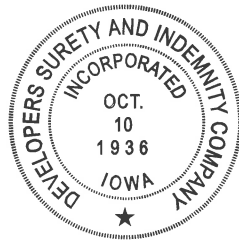
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

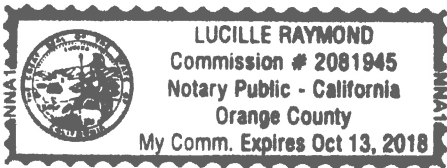
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 1st day of February, 2017

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



AmTrust Surety
An AmTrust Financial Company

AmTrust Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.AmTrustSurety.com

CONSENT OF SURETY

BOND NO.
N/A

PRINCIPAL:
Scott Partney Construction, Inc.
720 Chappell Parkway, North Bend, OR 97459

OBLIGEE:
Coquille Indian Housing Authority
2678 Mexeye Loop - Coquille Tribal Lands, Coos Bay, OR 97420

PROJECT NAME:
Construction of Projects and Maintenance Operations and Storage Facility,
Coquille Tribal Lands, Coos Bay, OR

CONTRACT DATED: Bid Bond Dated February 1, 2017 CONTRACT/PROJECT NO: N/A

The Developers Surety and Indemnity Company, hereby
(Name of Surety)

consents to:
extending the bid bond for an additional 60 days

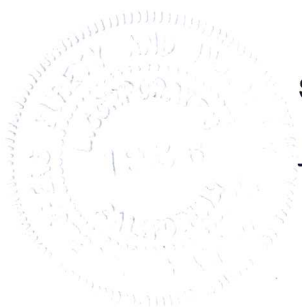
Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements, or warranties of the above mentioned bond or contract.

Signed and dated on March 22, 2017

Developers Surety and Indemnity Company
Surety Company

By: Ruby M. Haskell
Signature of Authorized Representative

Ruby M. Haskell, Attorney-in-Fact
Name and Title



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Kristen McGillvrey, Steven J. Hanson, Paul A. Jensen, Larry C. Buck, Dean R. Pollock, Robert A. Harvey, Tina A. Costa, Ruby M. Haskell, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 22nd day of March 2017.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

Scott O Partney, President [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of thirty (30) calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) is, is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) is, is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

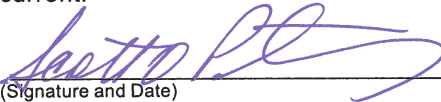
12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.



(Signature and Date)

Scott O Hartney

(Typed or Printed Name)

President

(Title)

Scott Hartney Construction, Inc

(Company Name)

720 Chappell Parkway

(Company Address)

North Bend, OR 97459

**COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS**

**CONSTRUCTION OF
PROJECTS AND MAINTENANCE OPERATIONS AND STORAGE FACILITY
COQUILLE TRIBAL LANDS, COOS BAY, OREGON**

DECEMBER 28, 2016

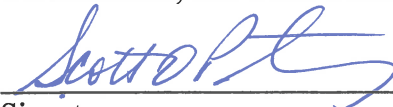
REBID

**SUPPLEMENTAL REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF BIDDERS**

In addition to, and not in any way intended to limit any of the Representations, Certifications, and Other Statements of Bidders set out in HUD Form 5369-A, the undersigned Bidder also hereby certifies and represents as follows:

1. General. Except where HUD Form 5369-A is expressly modified by these Supplemental Representation, Certifications, and Other Statement of Bidders, the unaltered provisions of HUD Form 5369-A shall remain in effect.
2. Definitions.
 - A. The term PHA/IHA in HUD Form 5369-A shall refer to the Coquille Indian Housing Authority.
 - B. The Architect is Richard P. Turi - Architecture & Planning.
3. Clause 12. Previous Participation Certificate. Clause 12. Previous Participation Certificate is not applicable to this project and is deleted in its entirety.
4. Plans and Specifications. Bidder has carefully reviewed the drawings, plans and specifications of the Architect, and has reviewed the project site. Bidder certifies and represents that its bid is in conformity with constructing the project according to the drawings, plans, and specifications of the Architect on the site for the bid amount for the price specified.
5. Applicable Contract Documents, Laws and Regulations. Bidder has read, understands, and agrees to comply with all the provisions of the Invitation for Bid and in particular the contract documents (General and Supplemental Conditions), and relevant provisions of applicable law and regulations, including but not limited to the Native American Housing Assistance and Self-Determination Act, Coquille Tribal law, and the policies of Coquille Indian Housing Authority.

Bidder hereby certifies that the information contained in these Supplemental Representations, Certifications, and Other Statements of Bidders is accurate, complete, and correct.



Signature

2/9/17

Date

Scott O Partney

Typed or Printed Name

President

Title

Scott Partney Construction, Inc.

Company Name

NON-COLLUSIVE AFFIDAVIT

I, Scott O Partney, being first duly sworn under oath, do hereby attest and affirm as follows:

- 1. That I am a duly authorized officer or agent of Scott Partney Construction, Inc. ("Firm"), which is submitting the competitive bid attached to this Affidavit, for the purpose of certifying the facts pertaining to the existence of collusion by the Firm or between the Firm and any officer, agent or employee of Coquille Indian Housing Authority ("CIHA") or Coquille Indian Tribe ("Tribe"), as well as facts pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive proposal.
2. That I am fully aware of the facts and circumstances surrounding the making of the competitive proposal and have been personally and directly involved in the proceedings leading to the submission of such competitive proposal.
3. That the competitive proposal submitted is genuine and is not the product of any collusion and is not a sham, and that all statements in the competitive proposal are true.
4. That neither the Firm named above nor anyone subject to the Firm's direction or control has been a party:
a. to any collusion among bidders to agree to bid at a fixed price or to refrain from bidding, or as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;
b. to any collusion with any CIHA or Tribal officer, agent or employee as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;
c. to any discussions between bidders or between this bidder and any officer, agent or employee of CIHA or the Tribe pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive proposal.

So sworn this 9 day of Feb, 2017.

Scott O Partney
Signature of Affiant

Certification

County of Coos)
)ss
State of Oregon)

I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the 9 day of February, 2017, the above-signed Scott O Partney personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.



Julie Lene Kremers
Notary Public for Oregon
My Commission Expires: March 02, 2019

COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS

CONSTRUCTION OF
PROJECTS AND MAINTENANCE OPERATIONS AND STORAGE FACILITY
COQUILLE TRIBAL LANDS, COOS BAY, OREGON

DECEMBER 28, 2016

REBID

STATEMENT REGARDING INDIAN PREFERENCE

If successful, Bidder (through its duly authorized and undersigned representative) hereby agrees and certifies that it will:

1. To the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and adopt and implement, for all subcontracts, the Indian Preference Requirements of the CIHA Procurement Policy to the greatest extent feasible. Copies of these provisions are attached hereto.
2. To the greatest extent feasible, give preference in opportunities for training and employment to Indians, and adopt and implement, for hiring, training, and promotion, the Indian Preference provisions of the CIHA Personnel Manual. Copies of these provisions are attached hereto.
3. Supply information to CIHA on a periodic basis during performance of its duties under the contract demonstrating its efforts to apply Indian preference in hiring, promotion, training, and subcontracting, including what steps were taken to solicit Indian businesses for subcontracting and Indian people for hiring, promotion, and training.
4. Submit, and cause each subcontractor to submit, a certification and supporting evidence to CIHA whenever it is not feasible to provide Indian preference in subcontracting.

Bidder acknowledges and understands that improper subcontracting or false certification as to Indian preference in hiring and training, or as to subcontracting with Indian enterprises or organizations, shall be grounds for termination of the contract and for seeking penalties against the Contractor.

Dated this 9 day of Feb, 2017.

Scott O. Partney
Signature

On behalf of:

Scott O. Partney
Printed Name

Scott Partney Construction, Inc.
Name of Bidder

President
Title

Tribal and Indian Preference Requirements

1. **General.** Projects developed and operated with assistance under NAHASDA are subject to Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U. S. C. 450e(b)). Section 7(b) provides that to the greatest extent feasible, preference shall be given to Indian organizations and Indian-owned economic enterprises in the award of all contracts and subcontracts. However, NAHASDA and its applicable regulations also provide that “Notwithstanding any other provision of law, with respect to any grant (or portion of a grant) made on behalf of an Indian tribe under [NAHASDA] that is intended to benefit 1 Indian tribe, the tribal employment and contract preference laws (including regulations and tribal ordinances) adopted by the Indian tribe that receives the benefit shall apply with respect to the administration of the grant (or portion of a grant).” (25 U.S.C. 4111(k)). The Coquille Indian Tribe has adopted Tribal contract preference requirements in its Fiscal Management Ordinance, Coquille Tribal Code, §160.200(6)(c). Thus, the Tribal preference requirements must be applied first, and only if there is no Tribal contractor who meets those requirements would the Indian preference requirements apply. Preference must be provided in accordance with the methods set forth in NAHASDA and consistent with 2 C.F.R. Part 200. Where Tribal and Indian preference is determined not to be feasible, CIHA shall document the procurement file with the basis for its findings. Tribal and Indian preference applies not only on Coquille Tribal Lands or elsewhere within CIHA’s jurisdiction, but also to contracts with firms that operate outside these areas. Tribal and Indian preference in the solicitation, evaluation, and award process shall be as described above.
2. **Eligibility.** Eligibility for Tribal preference shall be established in accordance with Coquille Tribal Code Section 160.200(6)(c). Eligibility for Indian preference shall be established in accordance with procedures consistent with NAHASDA. If CIHA or its prime contractor determines an applicant ineligible for Tribal or for Indian preference, CIHA or the prime contractor shall notify the applicant in writing before contract award, or filling the position, or providing the desired training.
3. **Contract Clauses and Solicitation Notices.**
 - a. Solicitations shall include the following information:
 - i. A statement of the applicability of Tribal and Indian preference to the solicitation and a time before the due date for offers by which offerors must submit evidence of eligibility for Tribal or Indian preference;
 - ii. Any applicable locally imposed preference requirements properly enacted by the tribal governing body and adopted by CIHA (or advise offeror to contact the tribal governing body to determine any applicable preference requirements);
 - iii. Information as to whether CIHA maintains lists of Tribal- or Indian-owned economic enterprises and Tribal or Indian organizations by trade specialty which are available to contractors and subcontractors for use in meeting Tribal and Indian preference responsibilities;

Statement Regarding Indian Preference

Attachment 1

Page 2 of 3

- iv. A requirement that offerors provide a statement describing how they will provide Tribal and Indian preference in subcontracting, training and employment, including the number or percentage of Tribal members and Indians to be employed and trained;
 - v. CIHA's description of the information to be submitted on Tribal and Indian preference;
 - vi. The factors that CIHA will use in judging the adequacy of the Tribal or Indian preference information submitted;
 - vii. A statement that failure to submit the required Tribal and Indian preference statements on subcontracting, training, and employment shall be grounds for rejection of the offer;
 - viii. A requirement that each contractor and subcontractor submit a certification and supporting evidence to CIHA whenever it is not feasible to provide Tribal or Indian preference in subcontracting;
 - ix. For requests for proposals that are not restricted to Tribal member-owned or Indian-owned economic enterprises or organizations, the percentage or number of points set aside for Tribal or Indian preference and the method for allocating these points;
 - x. For requests for proposals that are not restricted to Tribal member-owned or Indian-owned economic enterprises or organizations, a requirement that contractors using a request for proposals to solicit subcontractors reserve 15% of the available rating points for Tribal and for Indian preference in subcontracting and the criteria to be used in evaluating subcontractor proposals, with the award to go to the Tribal member-owned economic enterprise or organization over the Indian-owned entity if the points are otherwise the same; and,
 - xi. A requirement that offerors submit a list of core crew employees with their offers and that contractors and subcontractors are required to provide preference to the greatest extent feasible by hiring qualified Tribal members and other Indians in all positions other than core crew positions.
- b. Solicitations, contracts, and subcontracts shall include the following:
- i. A reference to the applicability of Tribal preference requirements consistent with this policy and Coquille Tribal Code §160.200(6)(c);
 - ii. The clause implementing Section 7(b) of the Indian Self-Determination and Education Assistance Act in connection with the development or operation of CIHA projects in accordance with 24 C.F.R. § 1000.52 as this provision currently exists or is subsequently amended;

- iii. The grounds for termination of a contract or the imposition of penalties for improper subcontracting or false certification as to subcontracting with Tribal member-owned or Indian-owned economic enterprises or organizations; and,
 - iv. Any additional information required because of the nature of the project.
- c. If all required clauses and provisions are not included on form documents (e.g. HUD-5369 and HUD-5370), then CIHA shall attach any additional clauses or provisions to the forms used in solicitations and contract documents.
- 4. Monitoring and Remedies.** CIHA shall monitor the implementation of Tribal and Indian preference in its contracts, subcontracts, training, and employment, and take appropriate remedial action (including cancellation of contracts and assessments of penalties) to ensure compliance.

Tribal and Indian Preference

Pursuant to Tribal and federal law, it is the policy and intent of the Housing Authority to apply Tribal and Indian preference in recruitment, employment, promotions, and transfers of employees. When there are two or more applicants for a position who are otherwise equally qualified regarding education, employment experience, skills, and training, or two or more employees who are otherwise equally eligible for promotion or transfer, the following preference policy shall apply:

1. First preference shall be accorded to a qualified, enrolled member of the Coquille Indian Tribe who has obtained training and/or education from previous on the job experience, vocational education, and/or higher education relevant to the specific purposes of serving the Housing Authority.
2. Second preference shall be accorded to a qualified, enrolled member of another federally recognized Indian tribe who has obtained training and/or education from previous on the job experience, vocational education, and/or higher education relevant to the specific purposes of serving the Housing Authority.
3. Third preference shall be accorded to a qualified spouse of an enrolled member of the Coquille Indian Tribe who has obtained training and/or education from previous on the job experience, vocational education, and/or higher education relevant to the specific purposes of serving the Housing Authority.
4. Fourth preference shall be accorded to a qualified spouse of an enrolled member of another federally recognized Indian tribe who has obtained training and/or education from previous on the job experience, vocational education, and/or higher education relevant to the specific purposes of serving the Housing Authority.
5. Fifth preference shall be accorded to a qualified Veteran.
6. Sixth preference shall be accorded to all other qualified applicants.

PERFORMANCE SECURITY BOND

We, _____ (Developer, hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Oregon as a surety, as "Surety," are held and firmly bound to the Coquille Indian Housing Authority (hereinafter "Obligee") in the penal sum of \$ _____, [enter 100% of the Contract price] for the payment of which sum we bind ourselves, and each of our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has by written agreement entered into the "Contract" with the Obligee on the ___ day of _____, 20___, to complete the following project:

Said Contract is attached as an Exhibit hereto and is incorporated by reference in its entirety.

WHEREAS, as a condition of the Contract, Obligee required that a good and sufficient Performance Security Bond be furnished by said Principal guaranteeing the satisfactory completion of the project set out in the Contract

NOW, THEREFORE, PRINCIPAL AND SURETY EXPRESSLY AGREE THAT:

1. Until written release of this obligation by Obligee, this bond may not be terminated or cancelled by the Surety or the Principal for any reason. Any extension of time for the Principal's performance of the Contract shall not release the Surety or the Principal from their obligations herein.
2. The liability of the Surety shall not be discharged or affected by an amendment of the Contract or plans for the required work as specified above or in the Contract. The Surety hereby waives notice of such amendment.
3. Within sixty (60) days of receiving notice that the Principal has defaulted on some or all of the terms of the Contract, the Surety shall tender to Obligee the amount necessary for the Obligee to remedy the default, up to the total bond amount.
4. In the event that Obligee files any legal action or proceeding necessary to enforce this Performance Bond, Obligee will be entitled to its reasonable attorney fees and costs as determined by the Court, interest at the rate of 12 % per year, and other sums found due.
5. If Principal fully performs and fulfills to the satisfaction of the Obligee all the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract or any extensions thereof that are granted by

Obligee, and of any and all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this Obligation shall become null and void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands this ____ day of _____, 20__.

Principal: _____
Name of Firm

Surety: _____
Name of Firm

By: _____
 Title: _____

By: _____
 Title: _____

Address for Notices:

Address for Notices:

<i>Certification for Principal</i>	<i>Certification for Surety</i>
County of _____))ss State of _____)	County of _____))ss State of _____)
<p>I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ____ day of _____, 20__, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.</p>	<p>I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ____ day of _____, 20__, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.</p>
<p>_____ Notary Public for _____ My Commission Expires:</p>	<p>_____ Notary Public for _____ My Commission Expires:</p>

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS that _____
[Insert full name and address of legal title of Contractor]

as Principal, hereinafter called Contractor, and _____,
[Enter name of Bonding Company]

a duly organized corporation under the laws of the State of Oregon and authorized to conduct surety business in the State of Oregon as Surety, hereinafter called Surety, are held and firmly bound unto the Coquille Indian Housing Authority, as Obligee, hereinafter called CIHA, for the use and benefit of claimants herein below defined in the amount of \$ _____ Dollars, for the payment where of Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ 20 _____, entered into a contract with CIHA for _____.
[Describe project and, if applicable, insert project number]

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Contractor and Surety hereby jointly and severally agree with the CIHA that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as maybe justly due claimant, and have execution thereon, the CIHA shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereinafter by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the CIHA, or the Surety above named, within ninety (90) days after such claimant did or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the Contractor maintains an office or conducts its business.

- b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
- c) Other than in a court of competent jurisdiction for the jurisdiction in which the construction contract was to be performed.

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereinunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount, of such lien be presented under and against this bond.

IN WITNESS WHEREOF, we hereunto set our hands this ____ *day of* _____, 20__.

Principal: _____
Name of Firm

Surety: _____
Name of Firm

By: _____
Title: _____

By: _____
Title: _____

Address for Notices:

Address for Notices:

<p style="text-align: center;"><i>Certification for Principal</i></p> <p>County of _____))ss State of _____)</p> <p>I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ____ day of _____, 20__, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.</p> <p style="text-align: center;">_____ Notary Public for _____ My Commission Expires:</p>	<p style="text-align: center;"><i>Certification for Surety</i></p> <p>County of _____))ss State of _____)</p> <p>I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ____ day of _____, 20__, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.</p> <p style="text-align: center;">_____ Notary Public for _____ My Commission Expires:</p>
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General Decision Number: OR160034 12/16/2016 OR34

Superseded General Decision Number: OR20150034

State: Oregon

Construction Type: Building

County: Coos County in Oregon.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	04/22/2016
2	07/22/2016
3	07/29/2016
4	12/16/2016

BROR0001-018 05/01/2015

	Rates	Fringes
BRICKLAYER.....	\$ 33.88	16.50
TILE FINISHER.....	\$ 22.59	12.04
TILE SETTER.....	\$ 30.08	15.88

CARP0001-031 06/01/2012

	Rates	Fringes
Carpenters:		
Including Cabinet installation and form work..	\$ 32.61	14.44
MILLWRIGHT.....	\$ 33.11	14.44

CARP9001-004 06/01/2012

	Rates	Fringes
Acoustical Ceiling Installer & Drywall Hanger.....	\$ 32.90	14.44

ELEC0932-012 01/01/2016

Rates	Fringes
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ELECTRICIAN.....\$ 35.50 16.12

 ELEC0932-013 07/01/2015

Rates Fringes

ELECTRICIAN (Electrical
 installer alarms, low voltage
 wiring for alarms, low
 voltage wiring and telehone
 installation.).....\$ 26.45 13.79

 ENGI0701-025 01/01/2015

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 39.47	14.10
GROUP 1A.....	\$ 41.44	14.10
GROUP 1B.....	\$ 43.42	14.10
GROUP 2.....	\$ 37.58	14.10
GROUP 3.....	\$ 36.44	14.10
GROUP 4.....	\$ 35.36	14.10
GROUP 5.....	\$ 34.13	14.10
GROUP 6.....	\$ 30.94	14.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Bulldozer: Over 120,000 lbs and above; Bulldozer: D-10, D-11 and similar type; Loader: 120,000 lbs and above

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Bulldozer: over 70,000 lbs up to and including 120,000; Loader: 60,000 lbs and less than 120,000 lbs

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons;

LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE--ROBOTIC: up to and including 20,000 lbs. with any or all attachments; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; Asphalt Paver; Mechanic; Bulldozer: over 20,000 lbs and more than 100 horse and up to 70,000 lbs; Loader: 25,000 lbs and less than 60,000 lbs

GROUP 5: TRACKHOE-HYDRAULIC: up to and including 20,000 lbs.; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; Concrete Pumper; Concrete Paver; forklift over 5 ton; Bulldozer: 20,000 lbs or less, or 100 horse or less; Loader: rubber tired type, less than 25,000 lbs

GROUP 6: LOADERS: (less than 1 cu yd.); Oiler; Crane oiler; forklift; Broom

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

IRON0029-013 07/01/2015

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 34.12	23.04

LABO0001-030 09/01/2014

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 27.44	13.10

LABO0001-031 06/01/2014

	Rates	Fringes
Laborers: (Mason Tender-Brick)....	\$ 27.44	13.10

LABO0003-014 06/01/2013

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.09	12.85
GROUP 2.....	\$ 27.09	12.85
GROUP 3.....	\$ 22.57	12.85

LABORER CLASSIFICATIONS

GROUP 1: Form-Stripping; Demolition

GROUP 2: Grade Checker, Pipelayer

GROUP 3: Flagger

PAIN0055-020 07/01/2013

	Rates	Fringes
Painters:		
Brush, Roller and Spray.....	\$ 21.01	8.83

* PAIN0055-021 08/22/2016

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 34.48	13.94

PAIN0055-024 07/01/2013

	Rates	Fringes
Painters:		
Brush, Roller and Spray.....	\$ 20.01	8.83

PAIN0740-002 07/01/2016

	Rates	Fringes
GLAZIER.....	\$ 37.28	16.37

PLAS0082-003 07/01/2016

	Rates	Fringes
PLASTERER.....	\$ 25.62	18.48

PLAS0555-006 06/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.00	18.87

PLUM0290-012 04/01/2016

	Rates	Fringes
PIPEFITTER.....	\$ 42.83	26.82

SUOR2009-032 11/09/2009

	Rates	Fringes
ABATEMENT WORKER: ASBESTOS (Removal from Ceilings, Floors, and Walls).....	\$ 18.57	0.00
ELECTRICAL INSTALLER (Electrical Door/Eyes/Pressure Strips).....	\$ 14.00	0.00
LABORER: Common or General.....	\$ 14.92	0.00
OPERATOR: Backhoe.....	\$ 21.68	7.67
OPERATOR: Excavator.....	\$ 21.68	5.46
OPERATOR: Roller.....	\$ 17.14	0.00
OPERATOR: Screed.....	\$ 16.00	0.00
PLUMBER.....	\$ 27.32	9.86
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 23.65	6.33
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 29.23	4.16
TRUCK DRIVER: Dump Truck.....	\$ 16.00	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

 WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

COQUILLE INDIAN HOUSING AUTHORITY
• PROJECTS AND MAINTENANCE: OPERATIONS
& STORAGE FACILITY - RE-BID
COQUILLE TRIBAL LANDS
COOS BAY, OREGON



PROJECT NO. 1406 (re-bid)

ADDENDUM NO. ONE

JANUARY 17, 2017

.....
The following changes and modifications are hereby made a part of the Contract Documents:
.....

DRAWINGS:

1. **Sheet 5.1 – Detail 3/5.1:**
Revise location of roof insulation per attached addendum drawing no. 1 of 1.
The purpose of this change is to forego the need to fire sprinkler the concealed space above the insulation.

2. **Sheet T3.1**
 - Remove all references to CO detection in “Warehouse Area”. Instead, provide individual CO detectors at the following locations:
 - a. Locker Room No. 3
 - b. Utility Room No. 5
 - c. Office No. 7
 - d. Immediately outside of Office No. 7 (high on wall).
 - Provide “Manual Pull Station” adjacent to fire sprinkler riser as required by Fire Sprinkler Code.
 - Provide a smoke sensor above “Monitoring Panel” in Server Room No. 9.

SPECIFICATIONS:

1. Invitation to Bid: The date to ask technical questions has been extended to Wednesday January 25, 2017.

2. Section 07213 “Insulation” – Part 2.01 Fiberglass Batts: Remove reference to “un-faced”. The R-30 roof insulation is now to be “faced” material.

3. Division 28
 - Remove all references to “fire alarm” or “fire alarm system”, and insert “monitoring panel”.
 - Remove all references to the words “horns, strobes, and “horn-strobes”.
 - Fire Alarm Panel reference to be changed to “Monitoring Panel”.
 - CO Detectors to be 120 volt, inert-connectable Carbon Monoxide Alarm with 9-volt battery back-up. Unit to have low battery warning that includes audible “chirp” and visual red LED light that will flash. Alarm will not sound is CO levels are below 30 PPM.
 - Delete requirement for service provider to be within a 50 mile of project site.

ADDENDUM NO. ONE

PAGE 2

CLARIFICATIONS:

1. The Owner is securing and paying for all permits.
2. There are no additional permits, fees or licenses required by the Tribe.
3. Topsoil is to be provided by the Owner.
4. The Owner will be responsible for providing any required third party inspections. This would include soil compaction testing if deemed necessary.
5. The following pertains to drawing no. 10/1.2 – “Gate Control Conduit Plan”.
 - a. The only work to be included in the bid that is represented in this drawing is the gate control conduit.
 - b. Other items shown on this drawing, such as the KRA Buildings, new fencing, etc., are for reference only.
6. The only chain link fencing work to be included in the bid is at the Northwest corner of the building, depicted on Site Plan drawing No. 1/1.1.
7. The following pertains to the front end of the specifications, the document titled “Representations, Certifications, and Other Statements of the Bidder”:
 - a. Clause 11 – “Clean Air and Water Certification”. Bidders should check the box for “is not listed on the EPA List.”
 - b. The “Previous Participation Certificate” referenced in the Representations, Certifications, and Other Statements of Bidders document, clause 12, is **not** required. This is stated in the following section titled “Supplemental Representations, Certifications, and Other Statements of the Bidders” – clause 3.
8. The water tanks at the West side of the building to be provided and set in place by the Owner.
9. The size of the existing storm water line in the street is not known at this time. Bidder shall verify.
10. Water closets must be provided with flush controls on the “open-side” of the fixture.
11. Micro-lam studs to be 1 ½” x 7 ¼” Boise Versa-Stud 1.7 2400.
12. Clothes washer and dryer to be provided by Owner.
13. Interior window at Office No. 7 to have standard, non-tempered glass.
14. Rim joist material to be 1 5/16” x joist depth, Boise “Versa-Lam” 1.4 1800 rimboard.
15. Joist hangers for BCI 90 floor joists are noted to be “provided by joist manufacturer”. Per Boise floor joist tables, hanger should be a Simpson MIT418, allowable load of 2400 lbs.
16. Refer to details 10/5.3 & 12/5.3: Where double joists occur (cols. C-2, C-6 & C-7), increase width of support flange to 7”.
17. Per spec section 08710 – part 1.11, A.1 “Substitutions”.....“blanket approvals by manufacturer’s name will not be given.” Hardware supplier shall submit a substitution request form with specific grade and type of proposed hardware.
18. Plumbing rough-in for future restrooms is to be provided per notes on drawing P2.1.
19. The height of the proposed main engineered roof trusses is 24” (subject to truss manufacturer’s final calculations).
20. The main roof and wash-down area have a slope of approximately 1:12. The small canopy roofs (Detail 4/5.1) have a slope of approximately 3:12.

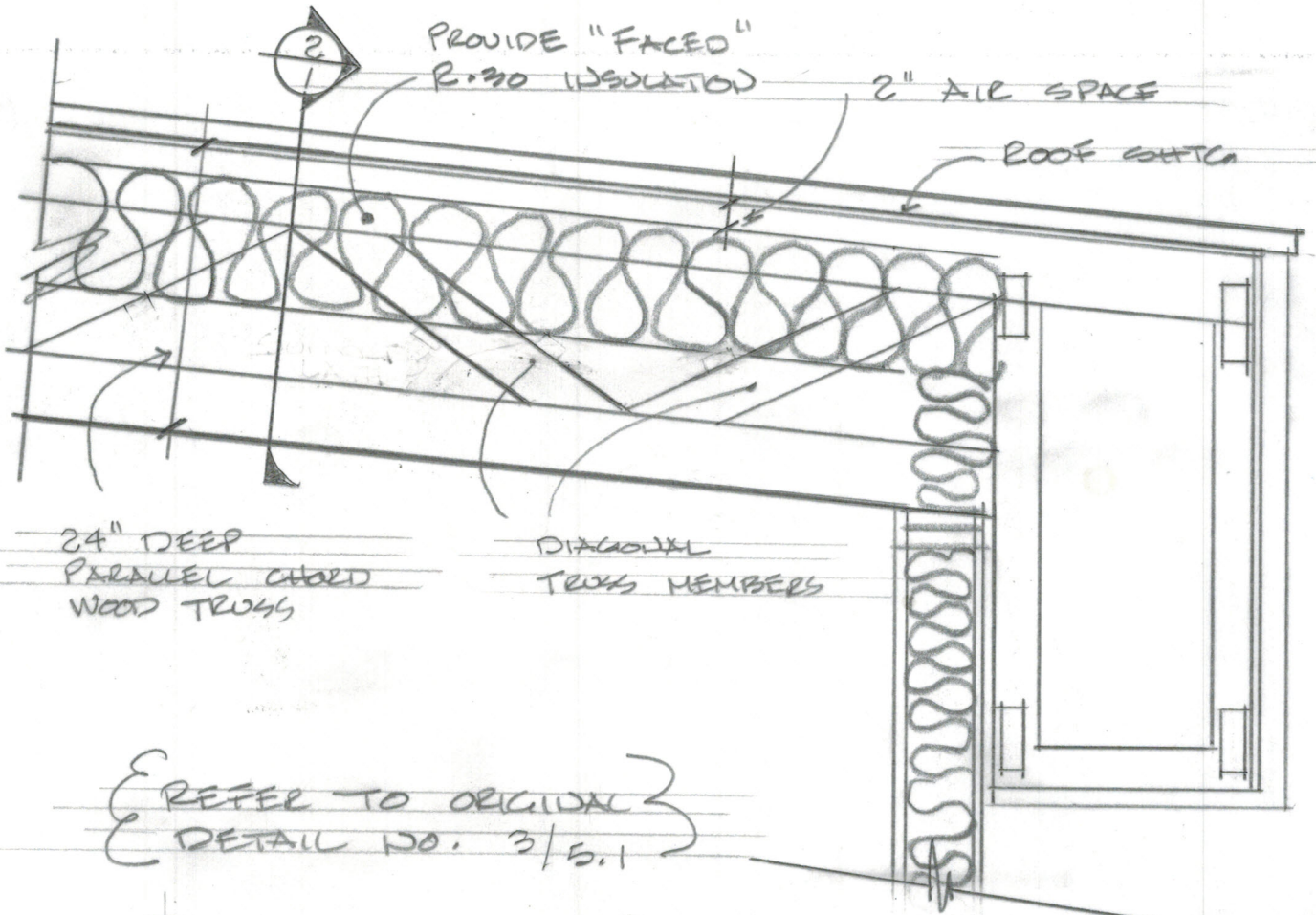
ADDENDUM NO. ONE
PAGE 3

APPROVALS:

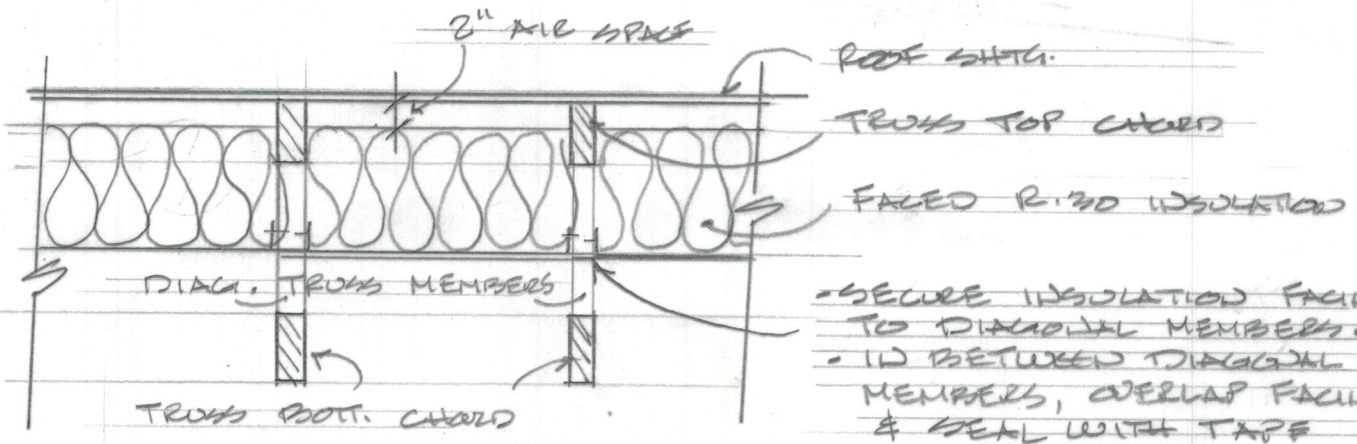
1. Plumbing Fixture LV-1: Sloan SS-3002 (lavatory)
2. Plumbing Fixture EW-1: Acorn S0430 (eye wash station)
3. Electric Unit Heater: INDEECO Model UHIR
4. Metal Roofing: TBC "Superseam"
5. Heat Pumps:
 - a. Split System: "Luxaire" system (as submitted).
 - b. Non-ducted: "Fujitsu" system (as submitted).
6. Light Fixture "F": Teron VCY24L 18.0
7. Lighting Control Panel: LC&D GR1416 LT
8. Photocell: LC&D PCELL 2WO
9. Metal Roofing & Siding: Taylor Metal Products:
 - a. Roof Panel: MS 200 System
 - b. Main Wall Panel: Contour C-7
 - c. Accent Wall Panel: BR-36 or HR 34
 - d. Soffit: Lifetime Soffit – vented & non-vented panels

Note: All of the above approvals are per the specific data submitted to the Architect during the substitution request process.

END OF ADDENDUM NO. ONE



① REVISED ROOF INSULATION
DETAIL 3/4" = 1'-0"



② ROOF INSULATION DETAIL 3/4" = 1'-0"

PROJECT
OPERATIONS & STORAGE
FACILITY

RPT

RICHARD P. TURI
ARCHITECTURE
& PLANNING

P.O. BOX 1107
NORTH BEND, OREGON 97459
(541) 756-1111



JOB NO. 1406

DATE

ADD. DG. 1

DRWG. NO. 1 of 1

COQUILLE INDIAN HOUSING AUTHORITY
• PROJECTS AND MAINTENANCE: OPERATIONS
& STORAGE FACILITY - RE-BID
COQUILLE TRIBAL LANDS
COOS BAY, OREGON



PROJECT NO. 1406 (re-bid)

ADDENDUM NO. TWO

JANUARY 25, 2017

.....
The following changes and modifications are hereby made a part of the Contract Documents:
.....

APPROVALS:

1. Light fixtures approved out-right, based on submittal information
 - a. Type "D": Prescolite
 - b. Type "X": Hubbell
 - c. Type "SB": Prescolite
 - d. Type "SBE": Prescolite

2. Light Fixtures Approved Conditionally, based on submittal information. Fixture manufacturers listed below must submit photometric data to confirm their proposed substitutions meet or exceed the photometrics of the fixtures originally specified.
 - a. Type "A": Day-Brite, Columbia
 - b. Type "A2": Day-Brite, Columbia
 - c. Type "C": Columbia
 - d. Type "CE": Columbia
 - e. Type "D": Lightolier
 - f. Type "F": Primus, Eclipse, Teron
 - g. Type "X": Chloride
 - h. Type "SA": Stonco, Hubbell
 - i. Type "SB": Lightolier
 - j. Type "SBE": Lightolier

Note: All of the above approvals are per the specific data submitted to the Architect during the substitution request process.

END OF ADDENDUM NO. TWO

COQUILLE INDIAN HOUSING AUTHORITY
• CONSTRUCTION OF PROJECTS AND MAINTENANCE
OPERATIONS & STORAGE FACILITY - RE-BID
COQUILLE TRIBAL LANDS
COOS BAY, OREGON

PROJECT NO. 1406 (re-bid)

ADDENDUM NO. THREE

JANUARY 31, 2017

.....

Notice to Prospective Bidders

.....

BID OPENING DATE AND TIME CHANGE:

The Bid Opening date and time for the Coquille Indian Housing Authority's Projects and Maintenance Operations and Storage Facility construction project re-bid has been modified as set forth below:

Previous Bid Date and Time: Wednesday, February 1, 2017 at 2:00 p.m.

New Bid Date and Time: **Thursday, February 9, 2017 at 3:00 p.m.**

END OF ADDENDUM NO. THREE

Anne Cook, Executive Director
Coquille Indian Housing Authority

COQUILLE INDIAN HOUSING AUTHORITY
• PROJECTS AND MAINTENANCE: OPERATIONS
& STORAGE FACILITY - RE-BID
COQUILLE TRIBAL LANDS
COOS BAY, OREGON

PROJECT NO. 1406 (re-bid)

ADDENDUM NO. FOUR

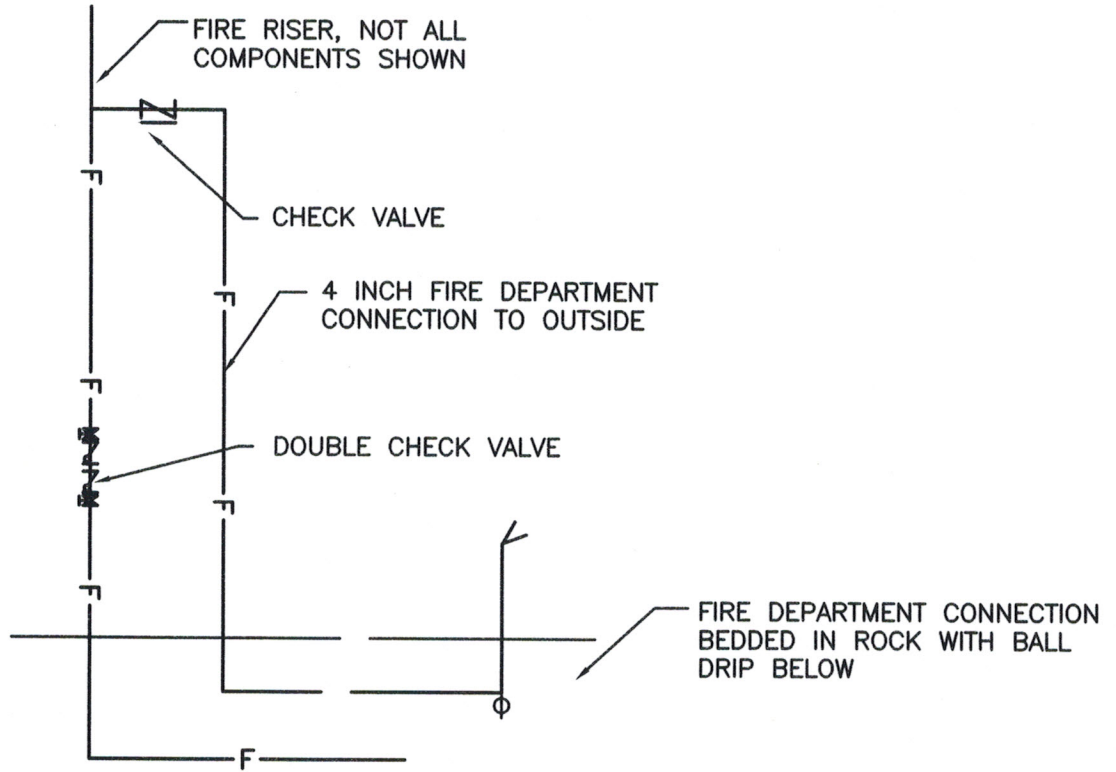
February 2, 2017

.....
The following changes and modifications are hereby made a part of the Contract Documents:
.....

CLARIFICATIONS:

1. Fire Department Connection:
 - a. Sheet No. P2.1: Refer to note at the upper left hand portion of the sheet: Delete reference to the phrase "(5" STORZ)".
 - b. The remote fire department connection (FDC) is to be a 4" diameter line that is to connect to the fire riser (within the Fire Riser Room) at a point "downstream" from the double check assembly. The FDC is to be provided with its own double check valve (as shown in attached detail drawing) and ball drip valve. Locate FDC close to street as shown on Architectural Site Plan.
 - c. Also refer to Specification Section 21130 Part 2.01 K.
 - d. See attached detail drawing.

END OF ADDENDUM NO. FOUR



4
P2.1
FIRE DEPT CONNECTION
 NO SCALE

ADDENDUM No. 4

NOT TO SCALE

BY: JVB CHK'D: DATE: 1 FEB 2017

NO.	REVISION	DATE
1		DD/MM/YY
1		DD/MM/YY
1		DD/MM/YY
1		DD/MM/YY

COQUILLE INDIAN HOUSING AUTHORITY
 • PROJECTS AND MAINTENANCE: OPERATIONS
 & STORAGE FACILITY - RE-BID

MFIA INC.
 2007 S.E. ASH ST.
 PORTLAND OR. 97214 ph. 503-234-0548

JOB NO.
 SHEET NO. 1