

Pinoleville Pomo Nation

**Youth Wellness
& Education Building**



June 24, 2016

TABLE OF CONTENTS

PDF 1 OF 4 - BIDDING REQUIREMENTS, CONTRACT FORMS & CONDITIONS

INVITATION TO BID	3-4
INSTRUCTIONS TO BIDDERS	5-28
CONSTRUCTION AGREEMENT	29-49
INDIAN ENTERPRISE QUALIFICATION STATEMENT	50-57
TRIBAL PREVAILING WAGE ORDINANCE & TRIBAL WAGE RATE	58-63

PDF 2 OF 4 – YOUTH WELLNESS AND EDUCATION CENTER - SEALED

CONSTRUCTION PLANS	1-6
--------------------	-----

PDF 3 OF 4 – YOUTH WELLNESS AND EDUCATION CENTER 100% SPECIFICATIONS - SEALED

PROJECT SPECIFICATIONS	1-5
------------------------	-----

PDF 4 OF 4 – SPECIAL CONDITIONS OF THE CONTRACT

FORM HUD-5369-A	1-4
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INVITATION TO BID

The Pinoleville Pomo Nation (here in called the "Owner") is soliciting bids to construct a **3,600 sq. ft.** Youth Wellness and Education Center, located on the Pinoleville Pomo Nation Reservation in Ukiah, Mendocino County, California. This project includes transport and installation of a prefabricated building and hook-up utilities to the unit and complete all interior **and exterior** finish work to make ready for occupancy. Units to be installed on a perimeter concrete foundation or slab foundation in accordance with California State approved engineered plans.

Site grading, site utilities, HVAC, solar panel system and kitchen appliances will be excluded from this contract. The contract includes 2 Alternates.

Native American firms will receive preference. The Owner reserves the right to select the most responsive and responsible bidder.

Bid Packages for "Youth Wellness and Education Center" may be obtained by **contacting** Zhao Qiu, **(707)463-1454** at Pinoleville Pomo Nation Tribal Office **at 500 B Pinoleville Drive, Ukiah, CA 95482, zhaog@pinoleville-nsn.us** or by visiting www.pinolevillepomonation.org. **Electronic copies of bid packages ONLY will be available beginning June 24, 2016.**

A Pre-Bid Conference is scheduled for July 11, **2016** at 10 AM in the Conference Room, located at **the Tribal Office**.

Sealed bids shall be received up to, but no later than, 4:00 PM local time, July 25, 2016, at Pinoleville Pomo Nation Administration Building, Finance Department. Bids will be publically opened on July 26, 2016 at 9:00 AM in the Conference Room, **at the above mentioned address**.

All bid questions and Requests for Information (RFI) should be directed to the Project Manager via email. Send to Zhao Qiu at zhaog@pinoleville-nsn.us and copy Alima Silverman at Alimas@sbcglobal.net. No RFIs will be accepted after July 18, 2016. RFI responses will be distributed to all pre-bid meeting attendees and interested bidders via email on July 20, 2016.

BIDDING

Each bid **MUST** be made out on the bid form marked Exhibit (A) Bid Tab, which shall be accompanied by a certified or cashier's check or bid bond for five percent (5%) of the total amount of the bid. Such check or bid bond will be given as a guarantee that the bidder will enter into the contract to perform the work if awarded to him and shall be declared forfeited as liquidated damages if the successful Bidder refuses to enter into the said Contract after being requested to do so by the Owner.

Such check or bid bond will be returned to the respective unsuccessful Bidders upon the Award of the Contract to the successful Bidder, and will be returned to the successful Bidder upon the execution and delivery of satisfactory surety company bonds and construction contract.

Bidders will submit, with the sealed bid, three (3) previous client construction work references, with a contact person. Each reference shall be complete with current address and contact phone numbers.

The contract will be awarded to the lowest responsive/responsible Bidder whose bid does not exceed the amount of funds estimated by the Owner to be available for construction of the project, including any applicable Indian Preference requirements. Only Bids meeting all of the bid requirements included herein shall be considered for award.

The Pinoleville Pomo Nation reserves the right to reject any and all bids, when they exceed the applicable cost limits and estimated total contract price, and to waive any informality in the bids received whenever such rejection is in the interest of the Pinoleville Pomo Nation.

INDIAN PREFERENCE

Competition in this Bid solicitation will be open to all qualified bidders. However, if a bid is received from a qualified responsive/responsible Indian Organization or Indian Owned Economic Enterprise and such bid is within the “X” factor scale of the bid of the lowest responsive/responsible bidder, the Contract will be awarded to the Indian Organization or Indian Owned Economic Enterprise.

“X” FACTOR SCALE PER 24 CFR 135.92:

BID AMOUNT	PERCENTAGE
At least \$200,000 but less than \$300,000	8% with \$21,000 Maximum
At Least \$300,000 but less than \$400,000	7% with \$24,000 Maximum
At Least \$400,000 but less than \$500,000	6% with \$25,000 Maximum
At Least \$500,000 but less than \$1 million	5% with \$40,000 Maximum

Bidders claiming Indian Preference are required to submit to Owner a completed questionnaire/statement to the Owner in accordance with the “Instruction to Bidders”, which is contained in the Bid Package.

SECTION 3 REQUIREMENTS

Bidders are required to comply with Section 3 of the Housing and Urban Development act of 1968 (12 U.S. C. 1704u) and HUD’s implementing regulation in 24 CFR part 135. Bidders who provide detailed plan on how they will train and employ Section 3 residents will be given preference when bids are equal.

TIMEFRAME OF PROJECT

Award of this Contract is subject to a determination by HUD that the contractor is eligible to contract for federally funded activities. The Contract time allotted for this project is **150** days.

STATE AND LOCAL TAXES

The Pinoleville Pomo Nation is a Sovereign Nation. As such, Contractors performing work for the Tribe is exempt from local and state taxes.

TRIBAL AND CERTIFIED WAGES

The Pinoleville Pomo Nation requires that Construction trades performing work on this project are to be paid the higher of the Tribal Wage Scale or the prevailing local wages. This requirement applies to all employees regardless of tribal affiliation. Weekly certified payrolls will be required on this project.

END OF SECTION

Invitation to Bid

INSTRUCTIONS TO BIDDERS

1. BID FORM

- A. All bids must be submitted on forms furnished by the Owner and shall be subject to all requirements of the specifications and drawings. Bids will be furnished in duplicate, one to be submitted with the bid (original and copy) and one to be retained by the bidder for his records. Only one of the two copies of the bid shall be signed. The other shall be conformed. The following documents constitute a complete bid and are required to be submitted to form a responsive bid:

- (1) Form of Bid – (Exhibit A)
- (2) Bid Guarantee (See Section 3, Exhibits B & C)
- (3) Form of Non-Collusive Affidavit (Exhibit D)
- (4) Bidder's Certification of Eligibility (Exhibit E)
- (5) Contractor's Questionnaire (Exhibit F)
- (6) Performance Bond Payment (Exhibit G)
- (7) Irrevocable Letter of Credit (Exhibit H)
- (8) Completion Assurance Agreement (Exhibit I)
- (9) Cash Deposit Letter (Exhibit J)
- (10) Notice to Proceed (Exhibit K)
- (11) Certification of Non-Segregated Facilities (Exhibit L)
- (12) Material and Labor Cost Breakdown (Upon award of contract)
- (13) The Bid package must include a statement identifying any union affiliations.
Please state if union affiliation does not exist.
- (14) Form HUD-5369-A

2. INTERPRETATIONS

- A. No oral interpretation will be made to any bidder as to the meaning of the specifications and drawings. Every request for an interpretation shall be made in writing and any inquiry received by July 18, 2016 will be given consideration. Interpretations will be distributed on July 20, 2016 via emails provided during the pre-bid meeting and be on file in the offices of the Owner. Any reference to days shall be interpreted to mean calendar days.

3. BID GUARANTEE

- A. The bid guarantee shall not be less than five (5%) of the amount of the bid, and at the option of the bidder, may be a certified check, or bank draft, irrevocable letter of credit, U.S. Government bonds at par value, or a bid bond secured by a surety appearing on the Treasury Department's most current Circular 570 as amended. Any certified check, bank draft, or letter of credit must be made payable to the order of the Owner. The bid guarantee shall ensure the execution of the contract and the furnishing of performance and payment bond or bonds by the successful bidder in the appropriate amount. The bid guarantee of unsuccessful bidders shall be returned as soon as practicable after the opening of the bids (see Exhibits B and C).

- B. Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

4. NON-COLLUSIVE AFFIDAVIT

- A. Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided by the Owner, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid (See Exhibit D)

5. BIDDER'S CONSTRUCTION EXPERIENCE

- A. Before a bid is considered for award, the bidder may be requested by the Owner to submit additional information regarding his previous experience in performing comparable work, his business and technical organization, and finance resources. If a bidder is claiming Indian Preference, he must submit a Questionnaire/Statement to the Owner seven (7) calendar days prior to the time of the bid opening. This Questionnaire/Statement must include, or have attached as an Exhibit, the following minimum data:
 - 1. Whether he is seeking Indian Preference as a bidder;
 - 2. Evidence showing fully the extent of Indian Ownership/Control and interest in the enterprise;
 - 3. Evidence of structure and financing of the enterprise, major subcontracts and purchase agreements and management and profit sharing arrangements, including evidence showing the effect of all these on the extent of Indian Ownership and interest;
 - 4. A demonstration that the bidder has the experience and capability for timely completion of the contract work;
 - 5. A current financial statement indicating financial status of the enterprise; and
 - 6. Current resumes of principles of the firm or company who will be active in the supervision of the work (See Exhibit E).
- B. All bidders must provide references from a minimum of three (3) recent successful projects. The references shall be listed in the Contractor Questionnaire (Exhibit F) and shall include the owner's name, address, and phone number.

6. TIME FOR RECEIVING BIDS

- A. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award, that non-arrival on time was due solely to delay in the mail for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Email or fax bids will not be considered, and modification by email or fax of bids already submitted will not be considered even if received prior to the hour set for opening and written confirmation of such modification, over the signature of the bidder, is placed in the mail and postmarked prior to the time set for bid opening.

- B. Bidders are cautioned telegraphic changes of bids will not be accepted.

7. OPENING OF BIDS

- A. At the time and place fixed for opening of bids, every bid received within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders (and/or their representatives) and other persons properly interested may be present.

8. WITHDRAWAL OF BIDS

- A. Bids may be withdrawn on written or telegraphic request dispatched by the bidder, in time for delivery in the normal course of business, prior to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal, over the signature of the bidder, is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

9. AWARD OF CONTRACT: REJECTION OF BIDS

- A. The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids and Instruction to Bidders, provided bid is reasonable and it is to the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner.
- B. The Owner is prohibited from making any awards to contractors, subcontractors, any individual or firms which are the lists of contractors ineligible to receive awards from the United States, as furnished from time to time by the U.S Department of Housing and Urban Development (HUD). The current list of ineligible contractors is available for prospective bidders at the offices of HUD, Region IX, Office of Indian Programs. Exhibit (E) **Bidder's Certification of Eligibility** must be executed by the bidder and included in the bid submission.
- C. The Owner also reserves the right to reject the bid of any bidder and/or subcontractor who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materials, men or employees.
- D. The ability of a bidder to obtain a performance and payment security shall not be regarded as the sole test of such bidder's competency or responsibility.

10. EXECUTION OF CONTRACT, PERFORMANCE AND PAYMENT SECURITY

- A. Subsequent to the award of the contract and within ten days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner

a contract in the form furnished in such number of counterparts as the Owner may require. Having satisfied all conditions of the award, as set forth elsewhere in these documents, the successful bidder shall, with the approval of the Owner, present with the contract one of the following:

1. Performance and Payment Bond

- a. The bond must be in a penal sum of at least the full amount (100%) of the contract as awarded, and secure the faithful performance of the contract and the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work.
- b. On each bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond. The bond shall be in the form of Exhibit (G).
- c. Surety companies executing bonds must appear on the Treasury Department's most current list and must be authorized to transact business in the state where the project is located.

2. Letter of Credit

- a. The contractor shall furnish (1) a Letter of Credit for 25% of the total contract price, and (2) a Completion Assurance Agreement. The Letter of Credit shall read as Exhibit (H). The Completion Assurance Agreement shall read as Exhibit (I). The Letter of Credit shall be irrevocable and unconditional and shall be payable to the Owner according to its provisions and the provisions of the Completion Assurance Agreement. The Letter of Credit shall be interpreted and used in conjunction with the Completion Assurance Agreement. The Letter of Credit shall be on bank letterhead and signed by an officer of the bank legally authorized to execute it. The Completion Assurance Agreement shall be signed by the contractor and the Owner.

3. Cash Deposit

- a. The contractor shall establish in a bank acceptable to the Owner an account in the name of the Owner of not less than 20 percent (20%) of the contract amount. This account shall be in the form of Certificates of Deposit or other interest-bearing accounts. The contractor shall provide evidence of this account in the form of a letter from said bank to the Owner agreeing to the terms of this procedure, along with such Certificates of Deposit or deposit acknowledgments as are applicable. This letter shall be on bank letterhead and signed by an officer of the bank legally authorized to execute it. The letter shall read as Exhibit (J). The account will be administered in accordance with the terms of the letter

evidencing it and a Completion Assurance Agreement (see Exhibit I).

- b. If either Exhibit (H) or (J) is used by the contractor, there shall be retained, from each partial payment under the construction contract, ten percent (10%) of the estimated amount of such payment until interim settlement.
- c. The failure of the successful bidder to execute the contract and to supply the required performance and payment security within ten days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, shall be grounds for the Owner to either award the contract to the next lowest responsible bidder or re-advertise for bids. In such event, the Owner may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

11. INDIAN PREFERENCE

- A. Attention is called to the Indian Preference provisions of the contract, set forth in the Indian Preference section of the Invitation for Bids. All work awarded and performed under this Contract must comply with section 7(b) of the federal Indian Self Determination and Education Assistance Act.

12. EQUAL EMPLOYMENT OPPORTUNITY

- A. Attention is called to the Equal Employment Opportunity provisions of the Contract and the requirements for affirmative action by the Contractor thereunder.
- B. A Certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. Such a certification is printed on Exhibit (M) and is deemed executed by submission of the bid.
- C. The Contractor must also provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:
 - 1. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES:
 - 2. A Certificate of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
 - 3. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the notice to prospective subcontractors for

supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

- D. Certifications submitted by subcontractors shall be retained in the files of the prime contractor or subcontractor receiving the certification. Where a prime contractor or subcontractor does business with a concern on a continuing basis, a single certification may be submitted periodically, rather than with each transaction.

13. SECTION 3 OF THE HUD ACT OF 1968

- A. 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. 1701 u(section 3). This is to ensure that employment and other economic opportunities shall, to the greatest extent feasible, be directed to low-and very low-income persons.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3.

14. PRECONSTRUCTION CONFERENCE

- B. Within fifteen(15) calendar days of the contract execution and prior to the commencement of work, the contractor or his representative and all known subcontractors shall attend a Pre-construction Conference with the Owner and/or his representative. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the contractor or subcontractor in detail of their obligations under Indian Preference, Equal Employment Opportunity, and Labor Standards Provisions, if applicable.
- B. The date, time, and place of the conference will be furnished to the contractor by the Owner.

15. TAXES

- A. All applicable local taxes shall be included in the bid. There is no state sales tax on this project.

EXHIBIT A
FORM OF BID

BID FOR: _____

Date: _____

Bid Submitted by: _____
(state whether bidder is corporation, partnership, individual, etc.)

PROJECT NAME: Youth Wellness and Education Building

OF THE: Pinoleville Pomo Nation
(Owner)

Tribal Council:

1. The undersigned, having been familiarized with the existing conditions at the site of the work, and with the Contract documents, which include the Invitation for Bids, Instructions to Bidders, this bid, the Bid Bond or Letter of Credit, the Non-Collusive Affidavit, the requirements for Performance and Payment Security, the form of Construction Contract, General Conditions, any applicable Special Conditions, Specifications and Drawings (and exhibits and addenda, if any thereto, and on file in the office of the Owner), hereby proposes to furnish all supervision, technical personnel, labor, material, machinery, tools, equipment, fixtures, and services including transportation services, and to perform and complete all work required within the time specified in the Contract documents for the sum shown below.

BID: \$ _____

The lump Sum Bid includes the following amount:

General Building Construction& installation	\$ _____
Alternate 1- Exterior Cladding	\$ _____
Alternate 2- Floor Covering	\$ _____
Transportation	\$ _____
Foundation Work	\$ _____

WRITTEN SUM: _____

2. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required performance and payment security within ten (10) days (or within a time period as the Owner may grant) after the contract is presented to him for a signature. The undersigned also agree to commence work at the time stipulated in a Notice to Proceed and to complete the work within 150 calendar days after the receipt of the Notice to Proceed as prescribed in section 5.1 of the Contract.

3. Security in the sum of _____ dollars (\$ _____)
) in the form of _____ is submitted herewith in accordance with the
Invitation to Bidders.

4. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect

to this proposal.

5. The bidder represents that he ()has, ()has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246; that he ()has, ()has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with subcontracts which are exempt from the clause.)

6. Certification of Non-Segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which 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. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certification in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders.

7. The undersigned has attached the required Bid Bond; Non-Collusive Affidavit; Previous Participation Certification; and Statements Regarding Indian Preference in Subcontracting, Employment and Training.

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

Date: _____

(Name of Bidder)

Official Address: _____

By: _____ Title: _____

EXHIBIT B

(Bank Letterhead)

BID SECURITY IRREVOCABLE LETTER OF CREDIT

Dear _____:

We hereby authorize you to draw on us to the aggregate amount of \$_____ (five percent of the amount of the bid) in the event _____ withdraws its bid within the bid holding period, or upon being awarded a contract, fails to provide adequate performance and payment security as required by the Contract documents.

Such drafts must be accompanied by the following document:

A written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely to indemnify the Owner against loss or damage suffered by it resulting from any act or omission described in the above paragraph.

We warrant to you that all drafts drawn in compliance with the terms of this Letter of Credit will be unconditionally and duly honored upon delivery of the documentation specified and presented to this office.

This Letter of Credit is irrevocable and shall be in full force and effect until notification in writing is received from you that a contract for Project _____ has been awarded and executed, whereupon this Letter of Credit shall automatically be canceled.

This Letter of Credit shall not be modified or amended except upon the written agreement of this Bank and the Owner.

Sincerely yours,

President

EXHIBIT C

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ PRINCIPAL, and as SURETY, are held and firmly bound unto herein called the "Owner" in the penal sum of \$ _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted this accompanying bid, dated _____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and have the required performance and payment security for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give security within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Surety

Name and Title

Name and Title

(Signatures must be notarized.)

(Power-of-Attorney for person signing for surety company must be attached to bond.)

EXHIBIT D

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says:

That he is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has no colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project No. _____

Location _____

Signature

Name and title

Date

(Signature should be notarized.)

EXHIBIT E

BIDDER'S CERTIFICATION OF ELIGIBILITY

By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person of 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

Company Name of Bidder

Address

BY:

Title:

NOTE: This certification is a material representation of fact upon which reliance is 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 programs.

EXHIBIT F
CONTRACTOR QUESTIONNAIRE

NAME _____

SOCIAL SECURITY NUMBER _____

D.B.A. _____

STREET ADDRESS _____

CITY _____

TELEPHONE _____

STATE LICENSE NO. _____

TYPE _____

BANK REFERENCES:

LIST THREE MOST RECENT CONSTRUCTION JOBS BY NAME AND ADDRESS
AMOUNT CONTACT PERSON:

HOW LONG IN BUSINESS? _____

HOW MANY EMPLOYEES? _____

ARE YOU AN EQUAL OPPORTUNITY EMPLOYER? _____

ARE YOU ELIGIBLE TO PERFORM FEDERAL GOVERNMENT WORK? _____

NAME AND ADDRESS OF INSURANCE CARRIER:

Conflict of Interest: Are you or any member of your family related to

(1) Any employee of the Owner or member of the governing board of the Owner?

No _____; Yes _____.

(2) If yes, please explain relationship:

Signature of License Holder Signature of Company Representative

_____ Date _____

Signature of Company Representative (if different)

_____ Date _____

EXHIBIT G

(Page 1 of 4)

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____

as PRINCIPAL, and _____,

as SURETY, are held firmly bound unto _____

_____ hereinafter called the Owner, in

the penal sum of _____

_____ (\$_____), for

the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, Principal has entered into a certain Contract with the Owner, dated

_____, a copy of which is hereto attached and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims arising out of the prosecution of the work under the Contract and shall fully indemnify the Owner for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuel taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the Owner shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

EXHIBIT G

(Page 2 of 4)

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of

_____.

Principal

Surety

Name and Title

Name and Title

(Signatures must be notarized.)

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charge is \$ _____.

(The above is to be filled in by Surety Company.)

EXHIBIT G

(Page 3 of 4)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____. Secretary of the corporation
named as Principal in the foregoing bond; that _____
_____, who signed the bond on behalf of
the Principal, was then _____ of said corporation; that
I know his signature thereto is genuine; and that said bond was fully signed, sealed, and
attested for and in behalf of said corporation by authority of its governing body.

EXHIBIT G

(Page 4 of 4)

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND

1. Individual sureties, partnerships or corporations not in the surety business are not acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Contract.
4. If the principals are partners or joint ventures, each member shall execute the bond as an individual and state his place of residence.
5. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary of Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary of Assistant Secretary, under the corporate seal, to be true copies.
6. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
7. The date of the bond must not be prior to the date of the contract.
8. The following information must be placed on the bond by the surety company:
 - A. The rate of premium in dollars per thousand; and
 - B. The total dollar amount of premium charged.
9. Type or print the name underneath each signature appearing on the bond.
10. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

EXHIBIT H
(Bank Letterhead)

IRREVOCABLE LETTER OF CREDIT

(Address to Owner)

Dear _____:

We hereby authorize you to draw on us to the aggregate amount of \$_____ in the event name of contractor defaults, or fails to complete construction and/or payments under that certain Construction Contract with you dated _____

Such drafts must be accompanied by:

1. Completion Assurance Agreement dated _____
for the project known as Project Number _____
2. Written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely for the purposes and interests described in the Completion Assurance Agreement.

We warrant you that all drafts drawn in compliance with the terms of this Letter of Credit will be duly honored upon delivery of documentation specified and presented to this office until _____ or until _____ months after the date of substantial completion of the Construction Contract dated between _____, the contractor, and _____,

_____, the Owner, as the said date of substantial completion is defined in said Construction Contract, whichever first occurs.

This Letter is irrevocable and shall be in full force and effect unless notification in writing is received by you canceling same.

This credit shall not be modified or amended except upon the written agreement of this Bank and the Owner.

Sincerely,

President

(cc: Contractor)

EXHIBIT I

(Page 1 of 3)

COMPLETION ASSURANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____
by and between the _____ (Owner) and
_____ (Contractor).

WITNESSETH

WHEREAS, the Contractor and the Owner have entered into a Construction Contract dated, providing for the construction of a project described in such Contract; and

WHEREAS, the Contractor desires to meet his obligations to supply 100 percent Performance and Payment Bonds with a substitution of another form of security; and

WHEREAS, the Owner has determined that a Letter of Credit arrangement would provide sufficient security in lieu of a performance and payment bond.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for the purpose of inducing the Owner to substitute a Letter of Credit arrangement for a Performance and Payment Bond, the parties hereto agree that:

1. The Contractor has provided the Owner with an unconditional, irrevocable, Letter of Credit (Fund), issued by a banking institution in the amount of \$_____ to secure and indemnify the Owner for any expense, loss or damage suffered or sustained as a result of any default by the Contractor in the performance of its obligations under the Construction Contract. It is expressly understood and agreed that said Fund shall at all times be under the control of the Owner.
2. All disbursements from the Fund shall be authorized and made by the Owner.
3. The Fund shall be maintained as a separate trust account and may be drawn in increments up to its aggregate amount or the aggregate may be drawn. Any incremental draw will not impair or diminish the right of the Owner to make

EXHIBIT I

(Page 2 of 3)

subsequent draws in any amount(s) up to the aggregate amount of the Fund. The proceeds of a draw may be disbursed as follows:

- A. To the Contractor during the course of construction to promote the completion of the project, as may be deemed necessary by the Owner.
 - B. To the Owner the entire fund or balance remaining therein in the event of a default by the Contractor under the Construction Contract to be used by the Owner to indemnify it for any loss, damage or expense whatsoever which it may suffer by reason of the Contractor's failure to perform the Construction Contract.
 - C. To the Contractor the balance of such fund remaining after three months from the date that the work has been substantially completed in accordance with the Construction Contract (except for punch list items and items awaiting seasonal opportunity to complete) and accepted by the Contracting Officer in accordance with Section 20 of the General Conditions, but only so long as the Project is free and clear of any liens, claims or encumbrances whatsoever. There shall be withheld from the payment of said balance an amount equal to 2-1/2 percent of the total amount of the Construction Contract, which sum is to be retained in account for a period of fifteen months from the date of substantial completion or for another period less than fifteen months if authorized by the Owner. Said sum shall be held as a Fund to guarantee against defects in construction due to faulty materials or workmanship or damage to the premises resulting from such defects, which defects or damage become apparent within one year from the date of substantial completion. Said sum may be used for the correction of defects or damage in the event the Contractor fails to make such corrections. The Contractor's liability for such corrections is not limited by the amount of such sum.
4. It is agreed the Contractor may provide a separate unconditional and irrevocable Letter of Credit to satisfy the requirement set forth in paragraph 3C above, that 2-1/2 percent of the total Construction Contract amount, for latent defects, to be retained for fifteen months beyond the date of substantial completion. If such separate unconditional and irrevocable Letter of Credit is provided, it must be delivered to the Owner and made subject to this Completion Assurance Agreement before any balance remaining in the Fund is released to the Contractor or the Fund is canceled.
5. Any other provision of this Agreement notwithstanding, it is understood and agreed that no funds may be disbursed to the Contractor so long as there are any outstanding liens, claims or encumbrances against the project, written notice of which have been received by the Owner. If any such claims, liens and encumbrances have not been removed or resolved, and written notice of such removal or resolution received by the Owner by the date of substantial completion, the Owner may in its sole discretion exercise any of its rights under the Construction Contract General Conditions.

EXHIBIT I

(Page 3 of 3)

6. It is expressly understood by all parties hereto that in the event of a default by Contractor in any of its obligations under the Construction Contract, the entire Fund, any part thereof, or balance remaining therein may, at the option of the Owner, be paid to Owner together with an assignment of all rights granted to the Owner.

7. This agreement shall not alter or limit the obligations and liabilities of the Contractor under the Construction Contract, but shall be deemed to be additional security for the performance by the Contractor of its obligations there under.

8. It is understood and agreed in the event the fund is held by a depository, that the depository is not charged with any duty or responsibility to see to the performance of or compliance with any agreements between any of the parties hereto other than that of paying over the fund as directed in writing by the Owner, nor to see to the application of the Fund after making disbursements as so directed. It is expressly understood and agreed that any claim, controversy, dispute or disagreement which may exist between the Contractor and the owner shall have no effect whatsoever upon the obligation of the Depository to pay the Owner promptly upon receipt of a notice issued pursuant to the terms of the Fund and this Agreement.

9. Notwithstanding any other provision of the Construction Contract, it is agreed the fund will be administered pursuant to the terms of the Fund, this Agreement and any consistent provisions in the Construction Contract. Any inconsistent provisions in the Construction Contract shall be superseded and controlled by the Fund and this Agreement. It is expressly agreed that reference to this Agreement or collateral Construction Contract document does not make the issuance of the Fund conditional.

Contractor

Owner

Name and Title

Name and Title

Approved by Bank:

Name and Title

EXHIBIT J
(Bank Letterhead)
CASH DEPOSIT LETTER

(Address to Owner)

Dear _____:

This will acknowledge that this Bank has established an account in the amount of \$_____ with funds received from _____.

This account has been issued in the name of _____ and the original certificate manifesting the same is being handed to you herewith. It is our understanding that this account is being established in lieu of performance and payment bonds customarily furnished in construction projects. The account shall serve as the "Fund" referred to in the Completion Assurance Agreement, dated _____, by and between the Owner and the Contractor.

The Bank shall pay over all or part of the funds in the account together with interest herein to the Owner, or to another as the Owner may designate, upon written notification by the Owner to the Bank of a default by the Contractor under the Construction Contract, or of the Contractor's failure to perform the Construction Contract.

The Bank shall pay over all or part of the funds in the account upon proper notification by the Owner without regard to any objections, claims, defenses, assertions, or actions by the Contractor or any other person or entity acting on behalf of the Contractor. The Bank specifically recognizes that any controversy, dispute, claim or disagreement which may exist between the Contractor and the Owner have no effect whatsoever upon the obligation of the Bank to pay the Owner promptly upon receipt of the notice referred to above.

Sincerely,

President

EXHIBIT K
NOTICE TO PROCEED

Date: _____
Contractor: _____
Address: _____

SUBJECT: _____
Project _____ Number: _____
Project _____ Name: _____
Location: _____
Amount of Contract \$ _____

Gentlemen:

Pursuant to the terms of your Contract, dated _____,
you are hereby notified to commence work there under at the start of business on
_____. The time for completion set forth herein is _____
calendar days, including the starting day, which establishes _____
as the completion date.

Please acknowledge receipt of this Notice to Proceed by signing, dating, and returning
this document to the Contracting Officer.

Sincerely,

Accepted:

By: _____
Title: _____

By: _____
Title: _____

License No. _____

Date: _____

EXHIBIT L

CERTIFICATION OF NON-SEGREGATED FACILITIES

Certification of Non-Segregated Facilities. By submitting a bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which 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. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certification in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders.

SAMPLE CONSTRUCTION AGREEMENT

between the
PINOLEVILLE POMO
NATION And
[company]

This Construction Agreement between the Pinoleville Pomo Nation and the Contractor identified below ("Contractor"), (collectively the "Party" or the "Parties"), shall constitute and shall hereinafter be referred to as the "Agreement."

1. NAME OF CONTRACTOR: [company]
2. ADDRESS: [address]
3. PRINCIPAL PLACE OF BUSINESS OF CONTRACTOR (if different from above):
Same as above
4. QUALIFICATIONS:
 - A. Contractor is licensed with the California State License Board. License [number]
5. NAME OF PROJECT AND LOCATION WHERE COVERED SERVICES ARE TO BE PROVIDED:
(the "Project")
[project name]
6. DATE OF AGREEMENT: [month / day / year]
7. CONTRACT TIME REQUIREMENTS:
 - A. Time is of the essence in the construction and completion of all work and services provided by Contractor.
 - B. Work for this Contract shall commence upon the issuance of a Notice to Proceed by the Tribe and shall be completed no later than [days/weeks/other] following the issuance of the Notice to Proceed.
 - C. Specific time requirements: xxx
8. CONTRACTOR'S COMPENSATION:

The Contractor's Compensation for this contract is: \$[amount] **CONTRACT CAP:** The total amount of the Contract shall not exceed the amount of \$[amount] ("Contract Cap"). Services performed beyond the Contract Cap shall be paid only with the prior approval of Tribe in a written modification to this Agreement.

9. TAXES.

- A. Contractor shall pay all taxes applicable to Contractor's operation. Contractor shall hold Tribe harmless from responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or State and local laws and regulations and any other costs.
- B. Contractor and all its subcontractors are exempt from State of California privilege or sales taxes. Contractor will not charge Tribe any State of California privilege or sales taxes, and will assure that all of its subcontractors do not charge State of California Privilege or Sales Taxes to Contractor or the Tribe on this project.

10. CHANGE ORDERS:

- A. Prior to any deviation from the approved plans and specifications as requested by Contractor (a "Change Order"), Contractor shall submit the proposed Change Order to Architect, Tribe's Project Manager and Contracting Officer for written approval, and shall not be reimbursed without first receiving such written Change Order. After Change order is approved, Contractor shall modify pay application and Completion date as approved,

11. LIQUIDATED DAMAGES:

Yes ____; No _____. If yes:

- A. Tribe will suffer financial loss if Contractor fails to complete or reach substantial completion the Project by the time specified in Section 7 B.
- B. In the event the Project is not completed within the time period set forth in Section 7 B. Contractor shall pay Tribe the amount of _____Dollars (\$_____) per _____ for each calendar day after the end of the required time period, as liquidated damages,

12. PERFORMANCE BOND:

- A. For all contracts having a value greater than \$100,000, the Contractor shall be required to execute, in connection with this contract, a performance and payment bond for 100 percent of the contract amount, to secure fulfillment of all Contractor's obligations under this contract, and to assure payment of all persons supplying labor and materials as may be provided in any subcontract or other agreement executed by the Contractor. Said bond(s) shall be executed by one or more Surety companies legally authorized to conduct business in the State of California.
- B. As an alternate to the above bond requirement the Tribe will, in its sole discretion accept one of the alternatives below: (Check if acceptable)
 - 1. ____: A 20% of contract amount cash escrow account.
 - 2. ____: A 25% of contract amount irrevocable letter of credit.

13. RETAINAGE:

Yes ____; No _____. If yes:

- A. If applicable, during the performance of this Agreement Tribe shall retain 10% of each payment from Contractor. The Contracting Officer may decrease retention amount to 5% when project reaches the 50% completion date depending on contractor's performance.
- B. The Tribe shall hold the Retainage to pay the cost of punch list and/or warranty related repairs (collectively the "Punch List Repairs").
- C. Upon completion of all Work and all punch list items to Tribe's satisfaction the retention amount will be released to Contractor.

14. PAYMENT PROCEDURES:

- A. Payments shall be made as follows: [payment terms]
- B. Final Payment shall be made after completion of all work and after final written acceptance is provided by the Tribe. Payment shall not be made until the work site has been cleaned up to Tribe's satisfaction and all work has been inspected, approved and accepted by Tribe. The Project Manager shall review the invoice and inspect the work to ensure that all work has been completed to the satisfaction of the Tribe. All close out items must be submitted.
- C. Invoices must be detailed and must specify charges for different personnel and expense classifications. The invoice must reference the Pinoleville Pomo Nation Purchase Order Number, an invoice number, dates of services, an invoice date and a detailed list of all charges.
- D. Contractor shall submit the invoice to Tribe within ____ days of the provision of Covered Services
- E. Contractor shall submit the original invoice and four (3) copies to:

Pinoleville Pomo Nation
Attn: Contracting Officer
500 B. Pinoleville Drive
Ukiah, CA 95482
- F. Contractor shall submit copies of invoice to the Contracting Officer so that it may be included in the Purchase Order file. In the event Contractor has not made satisfactory progress, the Contracting Office may instruct the Tribe's Finance Department to withhold or delay payment to Contractor.
- G. Contractor shall direct all inquiries concerning claims and payments directly to the Project Manager, telephone number (707) 463-1454.
- H. Tribe shall make check payable to: [company name]

- I. Tribe shall mail reimbursement to Contractor at the following address:
[company address]
- J. Payment of any amount by the Tribe does not constitute a waiver of the Tribe's right to subsequently question, dispute, obtain reimbursement of, compromise or request repayment of, or require future credit for, such amount. Tribe retains the right to audit all bills or files that are or have been the subject matter of any billing or payment made pursuant to or in connection with this Agreement of the Facility. In the event of such an audit, Contractor shall produce all documentation that would support the billing submitted by Contractor.

15. DESCRIPTION OF THE SCOPE OF SERVICES ("Covered Services"):

- A. Contractor shall perform and complete all services set forth herein and in all attachments. Work shall be performed pursuant to the Contractors Proposal dated [date], and associated or referenced drawings therein, and other drawings and specifications as approved by Tribe.
- B. Contractor shall:

[scope of work]
- C. Contractor acknowledges that Tribe has contracted with Contractor only for the specific Covered Services as designated in the Covered Services section of this Agreement and the Contractors proposal. While providing services to the Tribe or on the Tribe's Reservation or in or on the Tribe's facilities, Contractor agrees to limit its activities to those Covered Services set forth herein or those services necessarily and ordinarily related thereto. Contractor also agrees that it will not perform any tasks, duties or actions that are not within or are outside of the Scope of Covered Services to be provided by Contractor.
- D. Contractor shall perform additional services as required by Tribe provided the Contractor and Tribe agree to the scope and compensation for such additional Work in writing. If Contractor reasonably believes that additional services will be required due to circumstances beyond Contractor's control, Contractor shall provide written notification to Tribe and must receive Tribe's prior written preauthorization to perform additional services prior to the commencement of such services.
- E. Contractor shall be responsible for the conformance with industry and regulatory standards. Contractor shall provide professional expertise and the quality of work equivalent to work and services performed by licensed individuals, organizations, licensed companies or other agents.
- F. Contractor shall attend construction meetings and other meetings as determined or required by Tribe.

16. CRITICAL PATH SCHEDULE: Contractor shall provide a Critical Path Schedule.

Yes ____; No ____;

- A. If Yes, commencing on the effective date of this Agreement, Contractor shall provide a Critical Path Schedule for all Work to the Tribe and shall include allowances for periods of time required for the Tribe's review and for approval of submissions by the Contracting Officer having supervisory authority over the Project.
- B. Time limits established by this Critical Path Schedule shall not be adjusted as the Project proceeds without the express written consent of the Contracting Officer.
- C. On a _____ basis, Contractor shall update the Critical Path Schedule and shall provide such update to: (i) an inspector or inspectors designated by the Tribe (the "Tribal Inspector"); (ii) the Contracting Officer (defined below); (iii) and the Project Manager or Managers designated by the Tribe (the "Project Manager"). This requirement shall be in force until completion of the Work and until all punch list items are completed.

17. CONTRACTING OFFICER AND PROJECT MANAGER:

- A. The Tribe will designate a Project Manager and/or a Contracting Officer for operational issues arising under this Agreement ("Project Manager" and/or "Contracting Officer"). Upon written notice to the Contractor, Tribe's designation of the Project Manager and/or Contracting Officer may be changed.
- B. The Project Manager and/or Contracting Officer shall have authority to enforce the provisions of this Agreement.
- C. The Project Manager and/or Contracting Officer or their designated representative shall visit the Work site to ascertain whether the Work is proceeding in accordance with this Agreement and its specifications and plans.
- D. Tribe designates the following individual as the Contracting Officer: Lenora Steele; telephone number 707-463-1454.
- E. Tribe designates the following individual as the Project Manager: Zhao Qiu; telephone number 707-463-1454.

18. WARRANTY:

- A. Contractor warrants that the materials provided by Contractor shall be:
 - 1. Of a quality to pass without objection in the trade under the Contract description.
 - 2. Fit for the intended purposes for which the materials are used.
 - 3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units.
 - 4. Adequately contained, packaged and marked as the Contract may require.
 - 5. Conform to the written promises or affirmations of fact made by the Contractor.

- B. Contractor agrees to warranty all work for a period of (2) years from the date of final acceptance of the work. Contractor agrees to warranty all products for period of (2) years from the date of final acceptance of the work or for the period warranted by the manufacturer, whichever is longer. Contractor shall remedy at its own expense any defective work or unsuitable materials. Tribe shall notify Contractor, in writing, within a reasonable time after the discovery of any failure or defect. If Contractor fails to correct the failure or defect within a reasonable time after receipt of notice, Tribe may repair or remedy the failure or defect and charge Contractor for all costs and expenses related to the repair or remedy.
- C. Neither Tribe's final payment nor inspection approval shall relieve Contractor of liability with respect to any express or implied warranties for faulty workmanship or materials.
- D. Prior to the final inspection, Contractor shall provide to Tribe all manufacturers and supplier written guarantees and warranties covering materials and equipment furnished under this Agreement.

19. INSURANCE:

- A. Insurance Required. Contractor will provide and maintain at all times during the performance of the Agreement the following insurance:
1. Comprehensive Commercial General Liability Insurance. Contractor shall obtain and maintain, and require to be obtained and maintained from all Subcontractors at their sole expense throughout the entire term of this Agreement, a Comprehensive Commercial General Liability insurance policy in the amount of \$1 Million (\$1,000,000) combined single limit Bodily Injury and Property Damage and (\$2,000,000) annual aggregate. The Pinoleville Pomo Nation, its officials, employees, agents and volunteers shall be named as an additional insured for all operations including products and completed operations within the scope of the Agreement. Contractor shall also endorse their policy and require endorsement of subcontractors' policies that the Contractor's and subcontractors' coverage shall be primary and non-contributory to any other insurance available to cover the Pinoleville Pomo Nation. It is further agreed that Contractor's and all subcontractors' policies shall waive their subrogation rights against the Pinoleville Pomo Nation, its officials, agents, employees and volunteers.
 2. Umbrella Liability Insurance. Contractor shall obtain and maintain, and require to be obtained by all subcontractors, Umbrella Liability Insurance for a limit of not less than \$2,000,000 annual aggregate. The Contractors and subcontractors' Umbrella Policies must also agree to name the Pascua Yaqui Tribe as an additional insured.
 3. Commercial or Business Automobile Liability. If Contractor is required to use Contractor's privately owned vehicle or any other vehicle within the scope of responsibilities and duties as required by this Agreement, Contractor shall maintain Commercial or Business Automobile Liability coverage for owned, non- owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1 Million (\$1,000,000) combined single limit, or \$1 Million (\$1,000,000) Bodily Injury, \$1 Million (\$1,000,000) Property Damage. Tribe shall be named as an additional insured for all operations performed within the scope of the Agreement between Tribe and Contractor.

4. Workers' Compensation Insurance . If Contractor is providing services through its employees, Contractor agrees to maintain and require all subcontractors to maintain Workers Compensation insurance for all employees, if required by applicable law. Contractor's and subcontractors' Workers Compensation carrier shall be required to waive any rights of subrogation against the Pinoleville Pomo Nation.
- B. Changes in Insurance. Contractor shall provide Tribe with a minimum of thirty (30) days prior written notice in the event any of the policies set forth in this paragraph are modified or canceled.
- C. Certificates of Insurance. Contractor shall provide and require all subcontractors to provide to Tribe, current certificates of insurance, evidencing that the policies of insurance required hereunder are in full force and effect, and valid and existing in accordance with the provisions of this Paragraph. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change to Tribe.
- D. Claims. Contractor shall provide immediate written notice to Tribe of any claims filed against Contractor or its employees, agents or representatives.
- E. Contractor and Subcontractor Floater Policies. Contractor shall, and shall require all subcontractors, to have all property floaters, installation floaters, and transit floaters, including Contractor's equipment floater policies, endorsed to waive subrogation rights against the Tribe, its officials, employees, agents, and volunteers.
20. INSPECTIONS: Applicable____; Not Applicable____. If applicable:
- A. The Inspection Department of the Tribe ("Project Inspector") will perform inspections and must provide final inspection approval prior to acceptance and final payment by Tribe. When the work is substantially completed, Contractor shall notify the Tribe in writing that the work will be ready for final inspection on a definite and specific date.
- B. The Project Inspector and any other representative of the Tribe cannot relieve Contractor from any requirements or responsibility for damages or losses.
- C. The Project Inspector or any other representatives of the Tribe is not authorized to modify any term or condition of the specification without the Tribe's written authorization.
- D. Contractor shall, without charge, promptly replace or correct all work determined by either the Contracting Officer, Project Manager or Project Inspector, not to conform to work requirements, unless Tribe agrees to accept the work with an appropriate adjustment in the Project Cost. If the defective work is not promptly corrected, the Tribe may elect to correct the work and charge the cost to make the correction to Contractor or Tribe may elect to terminate the Contract.
- E. If Tribe examines completed work by removing work completed by Contractor, Contractor shall promptly furnish all necessary facilities, labor and material. If the work is determined

to be defective or nonconforming according to the terms of this Agreement, Contractor shall pay for all costs of satisfactory reconstruction. However, if the work is determined to meet Agreement requirements, Tribe shall adjust the contract price to compensate for the additional services required to reconstruct the work and will grant an extension of time if Contractor's work was delayed due to Tribe's removal of work. Rejected work shall be corrected by Contractor immediately.

- F. Tribe's final acceptance of the work shall be final except for latent defects, fraud, gross negligence, and Contractor's warranties, representations or guarantees.
- G. Contractor shall pay an Inspection Fee to Tribe in the amount of 2.5 percent (2.5%) of the total contract award for Tribe to perform inspection services. The Inspection Fee shall be paid monthly to Tribe.
- H. Special Inspection by others for Tribe.

21. GENERAL PROVISIONS.

- A. The Agreement shall not be valid or enforceable unless approved and executed in accordance with the requirements of the Constitution and laws of the Pinoleville Pomo Nation, as they may exist from time to time.
- B. This Agreement is entered into and executed on the Pascua Yaqui Reservation and will be performed in its entirety on the Pascua Yaqui Reservation.
- C. Each person executing this Agreement warrants to all parties hereto that such person is authorized to execute and deliver the Agreement on behalf of the party for which that execution occurs.
- D. Contractor will not be entitled to a Change Order or other modifications to the Contract Documents, or the requirements of the Contract Documents, for conditions about which Contractor knew or reasonably should have known by review of the Contract Documents or work site conditions prior to the execution of the Agreement.
- E. Contractor agrees that in the event, during the term of this Agreement, Contractor becomes aware of any conflicts, errors, ambiguities, or discrepancies in the Contract Documents and/or the Work and/or the Site and/or the Facility, Contractor will immediately notify the Tribe in writing of such conflicts, errors, ambiguities or discrepancies. In the event Contractor fails to so notify the Tribe of any conflicts, errors, ambiguities or discrepancies, and receive written instructions from the Tribe prior to proceeding, Contractor will not be entitled to any change order, and will complete the project without further payment resulting from additional costs or expenses related to such conflict, error, ambiguity or discrepancy.
- F. Contractor will be responsible for paying for, and will pay for, all materials and labor arising hereunder and for making payment to any subcontractors that Contractor uses in connection with its work. In no event will Tribe be responsible for making payments to or

be liable to materials vendors or suppliers or to Contractor's workers, employees, or subcontractors.

- G. Contractor agrees to comply with all applicable tribal, federal and state laws and regulations governing the provision of the product or Covered Services called for in the Agreement.
1. In particular, Contractor will perform its work in conformance with all OSHA and other local, state or other governmental requirements. In particular:
 - a. Contractor will comply with the Drug Free Work Place requirements of Tribe.
 - b. Contractor will maintain appropriate danger or warning signs at the construction site. All signs shall be visible to all individuals who enter the construction site.
 - c. Contractor will insure the safety of visitors when visitors other than the Project Manager or Project Inspector are present.
 2. The Pinoleville Pomo Nation is a right to work jurisdiction. Contractor will not require any person working for contractor to become a member of a labor union or other association in order to work for Contractor on work done under this Agreement, and Contractor will assure that no sub-contractor of Contractor under this Agreement requires an employee of the subcontractor to become a member of a labor union or other association in order to work for the subcontractor on work done under a subcontract under this Agreement.
- H. Contractor will maintain the work area, including any storage areas, free from waste and trash. Contractor shall remove waste and trash from the site on a daily basis. Upon final completion of the Work, Contractor shall remove all debris, waste, trash, tools, and equipment from the site, leaving a clean, neat and orderly site. In the event Contractor fails to clean up the work site to the satisfaction of Tribe, Tribe will charge Contractor clean up costs which amount may be off-set against the final payment.
- I. Contractor shall take prompt and appropriate remedial measures to protect health and safety in the event of the discovery of an unanticipated hazardous condition. Contractor will keep the work site in a safe condition at all times, and will insure that unsafe conditions are remedied immediately, and upon termination of this Agreement as required by law or industry standards.
- J. Contractor shall be responsible for the prompt, appropriate and lawful reporting to the appropriate governmental authorities of the discovery of, or release of, any hazardous or otherwise regulated substances. Contractor shall also provide immediate written notification to Tribe of the discovery of any hazardous materials or conditions. Tribe may require Contractor to notify surrounding property owners in the event that an actual or suspected hazardous or otherwise regulated substances or conditions are encountered at

the Site or otherwise in connection with the Contractor's performance of the Work. Contractor will also promptly notify Tribe of any suspected or other unanticipated conditions or potential conditions that become known to Contractor during or after completion of services and are associated with Contractor's performance under this Agreement.

- K. At Tribe's request, Contractor agrees to assist or report on behalf of Tribe, any disclosures required by law to the appropriate governing agencies. Tribe will hold Contractor harmless for any and all consequences of disclosures made by Contractor which are required by law.
- L. Upon the termination or expiration of this Agreement, Contractor agrees to immediately return to Tribe, all property of Tribe, including, but not limited to manuals, forms, procedures and policies.
- M. Upon termination and prior to termination, all documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to Tribe.

22. REPRESENTATIONS AND WARRANTIES:

In order to induce Tribe to enter into this Agreement, Contractor makes the following representations:

- A. Contractor warrants and represents that Contractor is certified, licensed or specially qualified, as noted above.
- B. Contractor warrants and represents that Contractor has obtained and will maintain throughout the term of this Agreement all licenses, permits, accreditation and certification required by law for Contractor to provide Covered Services. Contractor will provide current copies of applicable certifications, permits and licenses.
- C. Contractor warrants and represents that Contractor possesses the required CA License and experience required to perform Covered Services as set forth in this Agreement.
- D. Contractor represents and warrants that the information set forth in Contract Attachments and the information set forth in Contractor's application for participation hereunder is true and correct. Contractor shall provide written notification to Tribe of any material changes in the information contained in Contractor's application within thirty (30) days of such change or in the event Contractor is subject to any investigation, disciplinary proceeding or sanction by any governmental authority, regulatory board or agency or professional society and shall provide relevant facts and circumstances, or if there are changes in the status of Contractor's insurance coverage or office address or other information contained in Contractor's application or representations.

- E. Contractor warrants and represents that it has examined and carefully studied this Agreement (including all Exhibits and Attachments) and is familiar with and has satisfied all requirements of the agreement and its attachments.
- F. Contractor warrants and represents that it has, prior to or at the time of its bid, provided the Contracting Officer and Project Manager of the Tribe with written notice of all conflicts, errors, ambiguities, discrepancies or discoverable work site conditions affecting the Agreement that Contractor has discovered, or should have reason to know about, with this Agreement and other documents provided to Contractor in connection with the Project (the "Contract Documents").
- G. Contractor warrants and represents that it is, or will become, familiar with the applicable federal, state, Tribal, and local laws, regulations, codes and ordinances that may affect cost, progress, performance, and all other aspects of completing the work.
- H. The Parties warrant and represent that they know of no impediment to the execution of this Agreement and the performance of its provisions.
- I. All warranties and representations herein shall survive the execution or termination hereof.

23. STANDARD OF CARE & NOTIFICATION:

- A. Contractor will conduct its performance under the Contract with the level of care, skill and training expected by members of the profession practicing under the same or similar circumstances at the time performance is rendered. Contractor will exercise appropriate precautions according to industry and regulatory standards and any requirements, if any, pursuant to the Contract Documents. Tribe does not waive any rights it may have against Contractor to any claim or liability that may arise as a result of Contractor's performance under the Contract.
- B. Contractor agrees to comply with and perform all work in accordance with the best modern practice, with new materials and workmanship of the highest quality, in compliance with applicable building codes, federal, state and local laws, rules, regulations and standards, including those relating to safety, environmental protection, quality of workmanship and other standards. Contractor shall check and verify all dimensions, grades and levels before commencement of performance, and whenever necessary during the progress thereof. Contractor, in performing this Agreement, is acting as an independent contractor, and will provide all labor, tools, scaffolding, equipment, supplies and supervision necessary for the complete and satisfactory performance of this contract work.
- C. Contractor hereby agrees that all work performed, whether by Contractor or any Subcontractor, shall meet or exceed all uniform fire, building, plumbing, electrical and mechanical codes as adopted by the Pinoleville Pomo Nation or other applicable governmental authorities (collectively, the "Codes"). In addition, Contractor warrants that all work completed, whether by Contractor or any Subcontractor, shall meet the minimum workmanship standards as set forth by the California Board of Contractors and the standards set forth herein (the "Standards"). Any work that is discovered to fall below the

Codes or the Standards shall be deemed substandard and will require appropriate remedial measures; the expense of which shall be the direct and sole responsibility of Contractor.

24. NOTICES:

All notices to Tribe must be in writing, payments, requests, demands or other communications required or permitted pursuant to this Agreement may be effected by: (a) personal delivery; (b) certified United States mail, return receipt requested, postage prepaid; or (c) overnight courier or delivery service which provides receipts or delivery notification, and properly addressed to the Parties at the addresses listed immediately below. Notice to Tribe shall not be complete or proper unless given to all addresses. Notices shall be deemed communicated as of the date of actual receipt. Parties may designate a new address after providing actual written notice to the other Party of such new address. All notices shall be delivered as follows:

To Tribe: Pinoleville Pomo Nation
Attn: Chairman of the Tribe
500 B. Pinoleville Drive
Ukiah, CA 95482

With a copy to: Pinoleville Pomo Nation
Attn: Contracting Officer
500 B. Pinoleville Drive
Ukiah, California 95482

For Contractor: [company name / address]

25. HIRING OF PERSONNEL:

Contractor agrees to give employment preference to Indians, pursuant to 25 U.S.C. 450e (b). Contractor also agrees to comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) when Contractor is in need of local labor or subcontractors as long as Indian Preference requirements are met, too.

26. OWNERSHIP OF MATERIALS AND INFORMATION:

A. Contractor will retain all pertinent records relating to the services performed under this Agreement for the greater of either Seven (7) years after completion of the Work or as otherwise required by industry standards, during which time the records will be made available to Tribe at any time and without charge.

27. SAMPLES, TEST OR STUDY MATERIALS:

Contractor shall retain all photographs, surveys, any other data, documents or materials of any nature pertaining to services performed pursuant to this Agreement for a period to be determined by the Tribe. Contractor shall not destroy or otherwise transfer such items without prior written authorization from Tribe.

28. SUBCONTRACTS:

In the event that Tribe authorizes Contractor to hire subcontractors, Contractor shall not subcontract with any subcontractor who is presently denied participation in a HUD program or who is presently suspended or barred from participating in contracting programs by any agency of the United States Government, the State of California or the Pinoleville Pomo Nation.

29. CONTRACT DOCUMENTS:

The "Contract Documents" that comprise this entire Agreement between Tribe and Contractor concerning the Work shall consist of this Agreement and the following Attachments:

1	Contractor Proposal dated _____
2	Pinoleville Pomo Nation Purchase Request No. ____ dated _____ in the amount of \$[amount]
3	Certificate of Workers' Compensation Insurance dated _____
4	Certificate of General Liability Insurance dated _____
5	Certificate of Automobile Insurance dated _____
6	Internal Revenue Service form W-9
7	Notice to Proceed

30. LICENSURE, ACCREDITATION AND CERTIFICATION:

If at any time during the term of this Agreement there shall be a voluntary or involuntary restriction, suspension, withdrawal or non-renewal of Contractor's license, certification or permit, or any of Contractor's employees, agents, subcontractors or representatives, or any formal charges against Contractor or Contractor's employees, agents, subcontractors or representatives, by any government agencies or any licensing would, if sustained, materially impair Contractor's ability to comply with Contractor's duties or obligations pursuant to this Agreement, Contractor shall immediately notify Tribe of the issuance of such restriction, suspension, withdrawal or non-renewal of Contractor's license or any of Contractor's employees, agents, subcontractors or representatives.

31. CONDITIONS PRECEDENT:

This Agreement shall become effective only upon satisfaction of the following conditions precedent:

- A. Full execution of this Agreement;
 - B. Tribe's receipt of the following in form and substance acceptable to Tribe, each of which shall be attached hereto as the indicated exhibits:
 - 1. Current Certificates of Insurance for all policies set forth herein; and
 - 2. A fully completed Request for Taxpayer Identification Number and Certification, IRS Form W-9.
 - C. Payment of any bill by Tribe does not constitute a waiver of Tribe's right to subsequently question, dispute, obtain reimbursement of, compromise or request repayment of future credit, for any bill or invoice previously paid. Tribe retains the right to audit all bills or files which are or have been the subject matter of any billing in the past. Such an audit will require Contractor to produce all documentation which would support the billing submitted by Contractor.
32. TERMINATION: (Check Applicable Provisions)
- A. _____ Tribe shall have the right, in its sole and absolute discretion to terminate this Contract immediately for its convenience. If it does so the Contractor shall be entitled to be paid for the actual cost of work completed in accordance with the Contract to the date of the termination, plus its expected profit margin as applied to the work completed through the date of termination, but shall not be entitled to any extended project costs or the like.
 - B. _____ Tribe may terminate this Contract with cause with _____ days written notice to Contractor if Contractor breaches any Contract term, representation, warranty or covenant. If the Contract is terminated for cause, Contractor shall be entitled to the cost of work completed in accordance with the Contract, less all damages, including consequential damages, caused by its breach of the Contract. In the event such damages exceed the amount which would otherwise be owed by Tribe, Contractor shall be liable to Tribe for the amount that said damages exceed the amount which the Tribe would otherwise owe on the Contract.
 - C. _____ Tribe may terminate this Contract without cause or for its convenience with _____ days written notice to Contractor. If it does so the Contractor shall be entitled to be paid for the actual cost of work completed to the date of the termination, plus its expected profit margin as applied to the work completed through the date of termination, but shall not be entitled to any extended project costs or the like.
 - D. _____ Contractor may terminate this Contract with cause with _____ days written notice to Tribe if Tribe materially breaches this Contract. However, Tribe may cure the breach any time prior to the expiration of the required notice period.

E. ____ This Agreement will terminate upon the occurrence of any of the following events:

1. Automatically and without notice upon the cancellation or termination of Contractor's general or professional liability insurance;
2. Subject to state and federal requirements applicable to continuation of services, automatically and without notice if either Party becomes insolvent, or is adjudicated as bankrupt or its business comes into possession or control, even temporarily, of any trustee in bankruptcy, or a receiver is appointed for it, or it makes a general assignment for the benefit of creditors (in those instances no interest in this Agreement will be deemed an asset or liability of either party, nor will any interest in this Agreement pass by the operation of law without the consent of the other party).
3. In the event that Contractor, in the performance of the contract, engages in any actions outside the scope of Contractor's contracted Scope of Covered Services as described in this Agreement.

F. Upon notification of termination Contractor will immediately cease all work as directed in the notice, unless otherwise notified by Contractor, and minimize further costs to Tribe.

G. Contractor agrees that any Tribe decision to terminate this Agreement shall be final. Tribe shall not be bound by any financial obligation to Contractor upon termination of this Agreement, except for payments due in accordance with the terms of this Agreement for Covered Services provided prior to contract termination.

33. PARTIES REPRESENTED BY COUNSEL:

This Agreement is made and entered into voluntarily by Tribe and Contractor, free and clear from any duress or influence on either party by the other. Tribe and Contractor warrant that each has read this Agreement in its entirety. Tribe and Contractor have been advised fully and adequately by their respective legal counsel as to the character and legal effect of all terms and covenants contained in this Agreement. Tribe and Contractor further warrant that each fully understands the nature and effect of said terms and covenants prior to the execution of the Agreement.

34. DOCUMENT RETENTION AND ACCESS.

- A. If required by an outside funding source, such as the U.S. or the State of California, Contractor agrees to comply with applicable governmental requirements governing the maintenance of documentation with respect to the cost of materials and services rendered pursuant to this Agreement.
- B. If Contractor carries out any of Contractor's duties pursuant to this Agreement through a subcontract, with a value or cost of \$10,000.00 or more over a 12-month period, with a related organization (as that term is defined by relevant Federal statute, rule, or regulation), such subcontract shall contain a clause to the effect subcontractor will also comply with applicable governmental requirements of the government funding the project.

35. **ADDITIONAL DOCUMENTS:**

- A. The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Agreement.
- B. In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Tribe with any further documents and information deemed necessary by Tribe.

36. **AMENDMENTS:**

- A. The terms and/or provisions of this Agreement may not be amended or modified unless the Addendum or Amendment is mutually agreed upon, in writing, approved in accordance with the laws of the Tribe, and signed by both Parties and attached to the original Agreement.
- B. A copy of the fully executed Addendum or Amendment shall be fully incorporated into the original Agreement and made a part hereof.

37. **ASSIGNMENT AND DELEGATION:**

- A. Contractor may not assign any of Contractor's rights or delegate any of Contractor's duties hereunder without the prior written consent of Tribe.
- B. Tribe may assign this Agreement or any of its rights or delegate its duties to any transferee or assignee of Tribe, upon written notice to Contractor.

38. **APPEALS AND REMEDIES**

- A. It is the Pinoleville Pomo Nation's policy to resolve all contractual issues timely and informally at the Nation's level, without litigation.
- B. Disputes will ONLY be referred to Federal agency until all administrative remedies have been exhausted at the Pinoleville Pomo Nation level and are limited to violation of federal law or regulations or Tribe's complaint procedure.
- C. Tribe may consider the use of arbitration between the parties by individuals who did not substantially in the matter under dispute to help resolve the dispute.
- D. By entering into this Agreement, Tribe does not waive any right, privilege, or status, including, but not limited to, Sovereign Immunity.

39. **BINDING EFFECT:**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective heirs, legal representatives, successors and assigns.

40. **CHANGE IN OWNERSHIP OR COMPOSITION OF CONTRACTOR:**

Contractor shall provide Tribe with immediate written notice in the event of any change in composition or legal or beneficial ownership of Contractor.

41. **COMMUNICATIONS:**

Contractor agrees to meet with Tribe or Tribe's representatives on an as required basis. Contractor's liaison or representative shall have appropriate authority to respond to issues in a timely manner and to bind Contractor for decisions made.

42. **COMPLIANCE WITH RULES, REGULATIONS, POLICIES AND PROCEDURES:**

Contractor agrees to be bound by and comply with all applicable rules, regulations, policies and procedures of Tribe, State of California and Federal government. Contractor agrees to cooperate with any administrative procedures which may be adopted by Tribe regarding the performance of Covered Services pursuant to this Agreement.

43. **CONFIDENTIALITY:**

- A. Contractor acknowledges that all material and information acquired in connection with this Agreement, is confidential and proprietary data and shall not during and after the term of this contract, disclose, duplicate or utilize information without written consent of Tribe.
- B. Contractor shall hold material and information in the strictest of confidence and agrees not to use this information or material in any other manner, except for the performance and management of this Agreement.
- C. Contractor shall return all information, notes and compilations to Tribe immediately after the need for such information has expired.

44. **CONFLICT OF INTEREST:**

- A. During the term of this Agreement, Contractor will not enter into any activity, employment or business arrangement which conflicts with the interest of Tribe or the obligations of Contractor under this Agreement.

- B. Contractor agrees to advise Tribe of Contractor's position with respect to any activity, employment or business arrangement contemplated by Contractor, which might conflict or give the appearance of conflict with the interests of Tribe.

45. DRUG FREE WORKPLACE:

Contractor and Contractor's agents and representatives agree to comply with a drug free workplace policy as established by Tribe or Contractor.

46. DUTIES:

Contractor shall devote the time, attention and energy necessary for the competent and effective performance of Contractor's duties hereunder.

47. ENTIRE AGREEMENT:

- A. This Agreement and its Attachments comprise the entire Agreement and supersedes all prior written or oral agreements, representations and implied contracts.
- B. This Agreement is not conditioned on the performance of any other agreement. All prior and contemporaneous negotiations and understandings between the parties are embodied in this Agreement.
- C. Each Party acknowledges that no representations, enticements, promises or agreements, oral or otherwise, have been made on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise, not contained in this Agreement shall be valid or binding.

48. EXECUTION:

This Agreement and any amendments may be executed in several counterparts. Each counterpart shall be deemed an original, but all counterparts shall constitute a single instrument.

49. GRATUITIES:

- A. Tribe may, by written notice, terminate this Contract, in whole or in part, if Tribe determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of Tribe for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance.
- B. Tribe, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by Contractor.

50. INDEMNIFICATION:

Regardless of the merits, Contractor agrees to indemnify, hold harmless, and defend Tribe, its officers, and employees against any and all claims for damage, loss, demand, cause of action, liability, injury, punitive damages, costs and expense of every type, arising directly or indirectly from any act or omission of Contractor, Contractor's employees, associates, agents or representatives.

51. INDEPENDENT CONTRACTOR STATUS:

- A. This Agreement is not intended to create any relationship between Tribe and Contractor, other than that of independent entities, contracting with each other, solely for the purposes of effecting the provisions of this Agreement.
- B. Tribe shall not be responsible for withholding or payment of taxes on any funds paid to Contractor.
- C. Contractor shall have no authority to incur indebtedness, commit or obligate Tribe as an agent, representative or employee of Tribe, unless such authority is authorized by Tribe in writing.
- D. Contractor shall maintain responsibility for hiring, supervising and paying assistants or other employees to perform Covered Services. However, all employees shall be subject to the terms of this Agreement.
- E. Contractor is not prohibited from performing or making Contractor's services available to the general public on a regular and consistent basis. Nor is Contractor restricted from seeking and performing other gainful work. Tribe may contract with others to perform the same services as provided by Contractor.
- D. Contractor shall determine the order and sequence of Contractor's work.

52. LIENS:

Contractor warrants that the materials supplied under this Contract are free of liens.

53. LOBBYING:

During the term of this Agreement, Contractor agrees not to engage in any lobbying activity on behalf of Tribe.

54. NO WAIVER:

- A. Tribe's failure to take action for any breach of this Agreement shall not be deemed to be a waiver by Tribe, even if it acquiesces to the nature of the performance and fails to object to it.
- B. The subsequent acceptance of partial performance under this Agreement by Tribe shall not be deemed to be a waiver of any preceding breach by Contractor.

- C. In the event a condition is waived, all other terms and provisions shall remain in full force and effect.

55. NON-APPROPRIATION:

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, there are insufficient appropriations and available monies.

56. NON-EXCLUSIVE CONTRACT:

This is not an exclusive contract. Contractor may continue to provide Covered Services to other clients and Tribe may contract with other contractors for the same services and/or products, as applicable.

57. NON-EXCLUSIVE REMEDIES:

The rights and remedies of Tribe under this Agreement are not exclusive.

58. OWNERSHIP OF WORK PRODUCT:

- A. All tangible work product produced by Contractor in the performance of this Agreement is specially ordered by Tribe and shall be deemed to be "work-made-for-hire" and shall be the exclusive and unrestricted property of Tribe.
- B. In the event of termination of this Agreement, all materials produced by and in the possession of Contractor shall be returned to Tribe. Contractor relinquishes all reserved rights; including patents, trademarks, copyrights, title and trade secrets.
- C. In the event Contractor acquires any rights to any work product, Contractor hereby grants to Tribe an irrevocable license of unlimited duration for the possession, use and control of the work product for any commercial or non-commercial purpose.

59. PAYMENT RECOUPMENT:

Contractor must reimburse Tribe upon demand or Tribe may deduct or offset from future payments for any of the following:

- A. Any amounts received by Contractor from Tribe for Contract Services which have been inaccurately reported or are found to be unsubstantiated.
- B. Any amounts paid by Contractor to a subcontractor not authorized in writing by Tribe.
- C. Any amounts paid by Tribe for which Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by Contractor to perform Contract Services.
- D. Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling.
- E. Any payments made for services rendered before the Contract begin date or after the Contract termination date.

- F. Any expenses or costs incurred by Tribe or damages assessed by Tribe concerning Contractor's non-conforming performance or failure to perform the Agreement, including expenses, overpayments, costs and damages.
- G. In the event the Agreement has terminated and it is subsequently determined that Tribe has overpaid Contractor, or has incurred costs or damages caused by Contractor, Tribe is entitled to recover the amount of such overpaid costs, or such damages, from Contractor.

60. RISK OF LOSS:

- A. Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order.
- B. Receipt of conforming materials does not constitute final acceptance.

61. SEVERABILITY:

- A. Provisions of this Agreement are severable.
- B. If any provision of this Agreement is void, invalid or unenforceable, it shall be considered deleted from this Agreement and the invalidity of such provision shall not affect the validity or enforceability of any other provisions which shall be given effect in the absence of the invalid provision. The remaining provisions shall continue in full force and effect without being invalidated.

TRIBE:
PINOLEVILLE POMO NATION,
a federally recognized Indian Tribe

CONTRACTOR:
[company name]
an California Company

By: _____
Leona Williams, Chairman

By: _____

TIN: _____

Date: _____

Date: _____

INDIAN ENTERPRISE QUALIFICATION STATEMENT

NOTE: Submit completed questionnaire to the Pinoleville Pomo Nation procurement officer within the time frame specified. Use additional sheets to complete answer if needed.

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Applicant wishes to qualify as:

An "Economic Enterprise" as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is "any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian Ownership shall constitute not less than 51 percent of the enterprise:

--or--

A "Tribal Organization" as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-638); that is: "the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant..."

2. Name of Enterprise or Organization: _____

Address: _____

Telephone No.: _____

3. Check One:

____ Corporation

____ Joint Venture

____ Partnership

____ Other:

____ Sole Proprietorship

Answer the following:

If a Corporation:

- a. Date of incorporation: _____
- b. State of incorporation: _____
- c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

<u>Name and Social Security No.</u>	<u>I or NI</u>	<u>Title</u>	<u>Address</u>	<u>% of Stock Ownership</u>
_____	_____	<u>President</u>	_____	_____
_____	_____	<u>Vice-President</u>	_____	_____
_____	_____	<u>Secretary or Clerk</u>	_____	_____
_____	_____	<u>Treasurer</u>	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

<u>Name and Social Security No.</u>	<u>I or NI</u>	<u>Address</u>	<u>% of Stock Ownership</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a Sole Proprietorship or Partnership:

- a. Date of Organization: _____
- b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

<u>Name and Social Security No.</u>	<u>I or NI</u>	<u>Address</u>	<u>% of Stock Ownership</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a Joint Venture:

- a. Date of Joint Venture Agreement: _____
- b. Attach the information for each member of the joint venture prepared in the appropriate format given above.
5. Give the name, address, and telephone number of the principal spokesperson of your organization: _____

6. Has any officer or partner of your organization listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract? _____

If yes, state circumstances:

7. Has this enterprise failed in the last ten years to complete any work awarded to it or to complete the work on time? ____

If so, note when, where and why:

8. Will any officer or partner listed in #4 be engaged in out-side employment?

____ Yes

____ No

If Yes, complete:

<u>Name/Title</u>	<u>Hours Per Week Outside the Enterprise</u>

9. If the enterprise or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

____ Yes

____ No

If Yes, complete:

<u>Name of person/business</u>	<u>Date of Action</u>	<u>Type of Action</u>	<u>Department or Agency</u>

10. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

____ Yes ____ No

If Yes, complete:

Name and address of subsidiary,
affiliate or other concern

Description
of Relationship

_____	_____
_____	_____
_____	_____
_____	_____

11. Does this enterprise or any person listed in #4 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other types of compensated assistance.

____ Yes ____ No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

____ Yes ____ No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

____ Yes ____ No

If the answer is Yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or the individuals listed in #4 as a sole proprietor or partner in their capacities with this enterprise or other enterprise?

____ Yes ____ No

If yes, furnish details in a separate exhibit.

14. Has this enterprise or any person listed in #4 ever been involved in a bankruptcy or insolvency proceeding?

____ Yes

____ No

If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise prior to the start of construction?

\$ _____

Explain the source of these funds: _____

Include a copy of the Company's most recent audited financial statement.

16. How will project development bookkeeping and payroll be maintained: (check one)

- a. By contract with an outside professional accounting firm: _____

Name: _____ Address: _____

_____ Telephone: _____

- b. Records are to be kept by enterprise personnel: _____

If "b" has been checked--state the qualifications of your personnel to perform this function:

- c. Other: _____

17. Trade References (include addresses and phone numbers):

18. Bank and credit references (including addresses and phone numbers):

19. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current bonafide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.

Over the past three years, what has been the average number of employees:

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.
21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.
22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements.

Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.

23. Attach evidence that the enterprise (or an individual in it) is appropriately licensed for the type of work that is to be performed. Include Federal ID Number.
24. Attach a brief resume of the education, technical training, business, employment, design and/or construction experience for each officer, partner or sole proprietor listed in #4. Include references.

NOTES:

- I. Omission of any information may be cause for this statement not receiving timely and complete consideration.
- II. The persons signing below certify that all information in this INDIAN ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.
- III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

_____ Name	_____ Date
---------------	---------------

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

_____ Name	_____ Date
---------------	---------------

_____ Name	_____ Date
---------------	---------------

If applicant is a corporation, affix corporate seal

_____ Corporate Seal

By: _____ President's Signature	_____ Date
------------------------------------	---------------

Attested by: _____ Corporate Secretary's Signature	_____ Date
---	---------------

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."



PINOLEVILLE POMO NATION

500 B. Pinoleville Ukiah, CA 95482
phone: 707-463-1454 fax: 707-463-6601

Prevailing Wage Ordinance

WHEREAS; the Pinoleville Pomo Nation Tribal Council is the duly elected and authorized governing body of the Pinoleville Pomo Nation (PPN), a federally recognized Indian Tribe which is eligible for all rights and privileges afforded to a federally recognized Indian Tribe and, as such, enacts this ordinance by the power and authority granted under the Constitution, Article IV, Section 1(i), which states that the Tribal Council may "promulgate and enforce codes, ordinances and regulations as are deemed necessary to safeguard and promote peace, safety, health and general welfare for the citizens of the Pinoleville Reservation"; and

WHEREAS, The PPN desires to establish a prevailing wage for certain employees as designated by the Federal Government on the PPN Indian Reservation in order to promote the general welfare and economic development of the Tribe on the PPN Tribe Indian Reservation in exercise of the Tribe's inherent authority and Congressionally delegated authority, and

WHEREAS, 25 United States Code Section 4114 (b)(3) expressly provides that the determination of prevailing wages by an Indian Tribe supersedes federal prevailing wage determinations of the Secretary and the Davis-Bacon Act, 40 United States Code Section 276a et seq., and upon passage of this Ordinance the Tribally determined prevailing wage shall be applied to contracts or agreements including contracts and agreements for assistance, sale or lease pursuant to 25 United States Code Chapter 43, Sections 4101 et seq., known as the Native American Housing Assistance and Self Determination Act, and

WHEREAS, the prevailing wages established by the Tribe under this Ordinance are intended to supersede all Federal wage determinations to the greatest extent allowed under federal law and to the fullest legal authority of tribal law.

NOW THEREFORE BE IT RESOLVED that the Pinoleville Pomo Nation Tribal Council enacts the following Ordinance to provide for prevailing wages to be determined and paid pursuant to certain agreements to be performed in the area of operation of the Pinoleville Pomo Nation and Pinoleville Pomo Nation Housing Department.

PREVAILING WAGE ORDINANCE adopted June 2016

PREVAILING WAGE ORDINANCE

SECTION 1. TITLE

This Ordinance shall be known as the "Pinoleville Pomo Nation Prevailing Wage Ordinance."

SECTION 2. DEFINITIONS

A. "Acts" shall mean any federal legislation, rule, regulation or contract containing requirements for establishment and payment of a determined prevailing wage, including but not limited to wage determinations of the Secretary or wage determinations set under the Davis-Bacon Act, 40 United States Code Section 276 et. seq., which are applicable to Indian Tribes.

B. "Agreement" shall include any contract, subcontract or agreement for assistance, sale or lease funded under any Acts applicable to Indian Tribes and specifically including, but not limited to, ' the Native American Housing Assistance and Self- Determination Act of 1996, as amended, Pub.L. 104-330, 25 U.S.C. § 4101 et.seq., and such other Tribal agreements as may be determined by the Tribal Council to be appropriate.

C. "PPNHD" shall mean the Pinoleville Pomo Nation Housing Department, the PPN Tribe's designated housing entity.

D. "Prevailing Wage" shall mean the wages as determined by the Tribe prevailing on the Tribe's Reservation and within the Tribe's and PPNHD's area of operations for each category of employee including, but not limited to, architect, technical engineer, draftsman, technician, laborer, carpenter, plumber, electrician, maintenance, heavy equipment operator, and mechanic.

E. "Tribe" shall mean the Pinoleville Pomo Nation, its agencies, departments, enterprises, and other subdivisions thereof.

f. "Council" shall mean the PPN Tribal Council.

SECTION 3. PAYMENT OF PREVAILING WAGES REQUIRED.

A. Payment Required in Agreements Any Agreement pursuant to Acts with the Tribe or PPNHD for construction, installation, alteration, repair or maintenance of buildings or works or for provision of labor/services/materials to be performed within the area of operation of Tribe or PPNHD shall contain a provision requiring not less than Prevailing Wages as set pursuant to this Ordinance shall be paid by the contractor/employer. Agreements not pursuant to Acts are exempt from this requirement.

B. Volunteers. Prevailing wages under this Ordinance shall not apply to any individual who

Adopted June 2016

receives no compensation or is only reimbursed or paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered. No individual currently employed under an agreement for the same or similar services on a project shall be considered a volunteer on the same project.

SECTION 4. DETERMINATION OF TRIBAL PREVAILING WAGE

- A. **Tribe to Conduct Wage Survey** Not less frequently than biennially the Tribe's Human Resources Department, in consultation with affected tribal departments and tribal entities, shall conduct a wage survey in order to determine the Prevailing Wage.
- 1) The Tribe shall obtain wage rates from available sources of each class of profession or trade included in the survey and shall establish the Prevailing Wage at not less than the average wage paid to each class of profession or trade included in the survey. The survey shall include the classifications for journeyman, apprentice and trainee in all trades.
 - 2) The Tribe shall retain for not less than two years the names and addresses of all sources contacted and the wage rates reported by each source.
 - 3) Wage rates shall include salary but not the value of fringe benefits paid to or on behalf of the employees.
 - 4) The results of the survey and the prevailing wage shall be contained in a schedule of Prevailing Wages which shall list each covered class of profession or trade and the hourly rate for each at the journeyman, apprentice and trainee categories, and the effective dates of the schedule, such schedule to be submitted to the Tribal Council for approval. The schedule attached to this Ordinance as initially adopted shall remain in effect until superseded as provided herein.

SECTION 5. EMPLOYER REQUIREMENTS.

- A. **Payment of Prevailing Wages and Access to Records.** The Tribe and PPNHD, when performing under an agreement pursuant to Acts shall pay, or be paid, prevailing wages and shall maintain certified payroll records reporting the hourly rates paid each employee. The certified payroll records of each employee shall be available for inspection and copying during regular office hours by the Tribe and affected employees.
- B. **Schedule to be Provided.** The Tribe and PPNHD shall provide every contractor/employer at the time bids or proposals are solicited for work under or pursuant to any Act with a copy of the currently effective Schedule of Prevailing Wages.

Adopted June 2016

C. Posting of Wage Schedules. At all times while performing under an Agreement pursuant to Acts, each employer shall post at a conspicuous place on the job site and in its principal office a copy of the Schedule of Prevailing Wages furnished by the Tribe.

D. Employer Reporting Requirements. Each Covered Employer (other than PPN/PPNHD) will submit a payroll summary with their final pay request. This summary will state all employees utilized on the project with hourly rate paid and total hours worked. Labor lien releases for all employees will also be included. Final payment will not be approved until this information has been reviewed and approved.

SECTION 6. CONTRACTS & AGREEMENTS

A. Agreement and Penalties. Each agreement pursuant to Acts, or agreement, designated by the Tribal Council, shall contain provisions consenting to the Pinoleville Pomo Nation's jurisdiction to hear actions to enforce this ordinance and stating the penalties for failure to pay Tribally Designated Prevailing Wages "Wage Penalty") or for failing to maintain records (Records Penalty).

B. Any agreement covered by this Ordinance including agreements with the Tribe or PPNHD shall contain a provision requiring that no less than Prevailing Wages as established by this ordinance, shall be paid to all the architects, technical engineers, draftsman, technicians, laborers and mechanics employed in the development of housing and community facility construction or renovation projects under the Act and each maintenance laborer or mechanics employed in the operation of such projects funded under the Act.

C. Each agreement where the Tribal entity is not the employer shall contain a provision, which imposes as a penalty an amount equal to the amount of wages required under this Section ("the penalty). There shall be a further penalty of \$500 per day for each day, not to exceed a total of \$1,000 or 5% of the total agreement value whichever is greater, if an employer fails to maintain or allow the Tribe, PPNHD or employee to inspect payroll records as required by this allows or fails to approve a copy of such record upon request.

D. The Wage Penalty shall be calculated by determining the difference between the amount the employee was actually paid under the agreement and the amount the employee was entitled to under this Ordinance and multiplying the sum by two, but in any event not less than \$500. Erroneous payments not resulting from a failure to pay the prevailing rate are not within the scope of this section.

SECTION 7. DELEGATION OF AUTHORITY AND EFFECTIVE DATE

A. The Tribe may delegate its authority under this Ordinance to an agent or agency of the Tribe, including but not limited to the PPNHD.

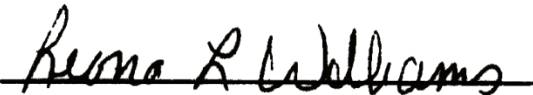
Adopted June 2016

- B. The provisions of this ordinance shall become effective immediately upon adoption by the PPN Tribal Council.

SECTION 8. Sovereign Immunity

- A. Nothing in this Ordinance is to be constructed as a waiver of sovereign immunity of the Pinoleville Pomo Nation, the Tribal Council or any officer, employee or agent thereof.

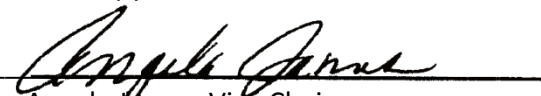
This ordinance was introduced and adopted at a duly called meeting of the Pinoleville Tribal Council on June 20, 2016, by a vote of 6 for, 0 against and 1 abstaining.


Leona L. Williams, Chairperson
PPN Tribal Council

6/20/16
Date

CERTIFICATION

I hereby certify that I am the Secretary of the Tribal Council of the Pinoleville Pomo Nation and that the above Ordinance was adopted as indicated in said Ordinance and that the above Ordinance is a true and correct copy of the ordinance as so enacted.


Angela James, Vice Chairperson
PPN Tribal Council

6/20/16
Date

Adopted June 2016

Pinoleville Pomo Nation
2016
Residential Rehab/New Construction/Maintenance

Classification	Per hour
Carpenter	21.57
Cement Mason	23.20
Drywall Hanger	20.25
Window Installer/Glazier	24.25
Electrician	20.00
Laborer	13.94
Painter Brush/Spray	16.50
Plumber & Pipefitter	22.00
Roofer	19.00
Sheet Metal Worker	18.00
Soft Floor Layer	19.00
Truck Driver	19.70
Equipment Operator	21.25
Arborist	24.78
Fence Installer	17.67
Welder	15.50
Maintenance Worker	15.17

Note: When adopted these are the minimum rates to be paid for these classifications on any NAHASDA funded construction/rehab or maintenance projects

OUTLINE PERFORMANCE SPECIFICATIONS FOR CONSTRUCTION AT PINOLEVILLE POMO YOUTH WELLNESS AND EDUCATION CENTER

Overview:

These specifications apply to both modular building manufacturers and metal building manufacturers. Some sections apply to one or the other or both. For bidding purposes, disregard what does not apply to your building type and use your manufacturing standards. Design to the 2013 Title 24 CBC standards.

The Pinoleville Pomo Tribe is looking to have a sustainable building with natural light, fresh air, good interior air quality, good acoustics, and comfortable room temperatures. They are selecting natural materials and recyclable materials as much as possible. There will be a LEED checklist, although not necessarily LEED certification. For bidding purposes, consider this goal along with these specifications for your manufacturing standards. Submittals required as noted.

DIVISION 02: EXISTING CONDITIONS

Preservation of existing landscape features of importance to the Tribe, including plant and animal communities, water features, or cultural structures.

Recycling or reuse of non-hazardous construction waste will be required.

DIVISION 03: CONCRETE

033100 CONCRETE

4,000 psi concrete to be used for foundation

Fly ash content in the concrete mix to be determined by foundation engineer, about 25%.

Polished concrete floors for the metal building manufacturers with piping for radiant floor heating.

DIVISION 04: MASONRY

Not used.

DIVISION 05: METALS

051200 STRUCTURAL STEEL – GENERAL

Structural steel to be specified by steel building manufacturer or modular building manufacturer.

DIVISION 06: WOOD, PLASTICS, & COMPOSITES

061000 ROUGH CARPENTRY

Wood furring, sheathing, and blocking for built-in casework and nailers for the top of all roof-framing members; minimum 5/8-inch thick structural grade plywood for roof sheathing.

2x 6 exterior wall framing; 2x8 floor joists; 2x10 roof rafters; 2x4 interior wall framing.

Exterior Hardiplank lap siding and wood trim corners, fascia and window and door trim for modular construction base bid.

Plywood floor decking for attic storage between grid lines #1 and #2 and #5 and #6 between grid lines D and E. Attic fire walls for fire separation and storage requirements by code.

Mendocino redwood used for exterior porch columns and overhang.

062000 FINISH CARPENTRY

Wood veneer finish casework, solid wood and laminate counters, in AWI premium quality. Solid wood standing and running trim. Adhesives shall be used that exceed SCAQMD 1168 VOC content limits and also meet CDPH Standard Method or other more stringent emission protocols as verified through related certifications such as Greenguard Gold.

072100 BUILDING INSULATION

2-1/2-inch thick (R-11+) extruded polystyrene board perimeter insulation at foundations. For wood framing assemblies, R-13 + R3.8 ci or R-20 exterior walls, R-38 insulation roof assemblies, R-30 floor assemblies. For metal building, exterior wall assemblies R-13+R-6.5 ci, R-19 + R-11 I.S. Roofs, R-10 24" below for heated slab floors.

072600 VAPOR RETARDERS

4 mil thick polyethylene on foundation walls.
Cement board behind wet areas with wall tile.

074100 METAL ROOFING

Standing seam metal roofing, Kynar 500 finish, for modular building manufacturers. Insulated metal roof panels for the metal building manufacturers.
Aged Solar Reflectance 0.63 and Roof Emittance 0.75.

076000 FLASHING AND SHEET METAL

Galvanized sheet metal, painted where exposed.

077200 ROOF ACCESSORIES

Provide continuous metal gravity ridge and fascia ventilators.
Provide collection of rainwater from the roof.
Roof mounted solar collectors. Provide support for Solar System (6.5 kW DC roof mounted photovoltaic system with 24 Q-cell-Pro-G and 22 Inverters). The solar system to be provided by others.

079200 JOINT SEALANTS

Use silicone or polyurethane sealants in color to match adjacent surfaces.

DIVISION 8: OPENINGS

081100 METAL DOORS AND FRAMES

Hollow metal doors and frames at toilets, janitor and storage rooms. Exterior doors U 0.61.

081400 WOOD DOORS

Provide paneled oak and glass entrance doors with oak frames. Exterior doors U 0.70. On interior, use oak wood veneer solid core wood doors with oak wood frames. Glazed doors U value min 0.45, SHGC 0.23, VT 0.17.

085213 WINDOWS

Vinyl clad windows, operable in all inhabited spaces. U value min 0.36, SHGC 0.25, VT 0.42 fixed fenestration, U 0.46, SHGC 0.22, VT 0.32 operable fenestration.

086200 UNIT SKYLIGHTS

Solar tubes for some interior spaces. Budget for 16, locations to be determined later.

087000 HARDWARE

Latch sets, hinges, stops, plates, pulls etc. in oil rubbed and oxidized satin bronze (BHMA 613 or US10B) finish. Use levers on all latch and lock sets, except at service or utility areas use spherical knobs. Master key all locks.

DIVISION 9: FINISHES

092400 PORTLAND CEMENT (STUCCO)

Alternate #1: Stucco finish over lath and plaster base coat for modular building. Hardiplank siding to be included in the base bid. Stucco finish insulated wall panels for metal building manufacturers. Submittal required.

092900 GYPSUM BOARD

Use 5/8" regular gypsum board on designated interior walls and on all ceilings. Use cementitious glass mesh mortar units on walls designated to have ceramic tile applied. Use Type X gypsum board on partitions requiring fire rating.
All storage rooms over 100 sf require 1-hr fire rating.

093013 CERAMIC TILE

Ceramic tile walls and floors in Toilets, standard Dal tile or equal.

096270 LAMINATE FLOORING

Alternate #2: Wood laminate flooring in all rooms except toilet rooms, storage, kitchen, janitor's room, Pergo flooring or equal.

Unfinished floors to be included in the base bid except toilet rooms, storage, and janitor's room which will have resilient flooring. Kitchen to have epoxy flooring.

Adhesives shall be used that exceed SCAQMD 1168 VOC content limits and also meet CDPH Standard Method or other more stringent emission protocols as verified through related certifications such as Greenguard Gold.

096500 RESILIENT FLOORING

Provide resilient flooring as base bid in toilet rooms, storage, and janitor's room.

096700 EPOXY FLOORING

Provide epoxy resin flooring as base bid in the kitchen, Dex-O-Tex A-81 flooring system or equal.

099100 PAINTING

Epoxy coatings in toilet rooms, janitor's room, and kitchen, alkyd enamel semi-gloss paints on walls and ceilings. Use clear stain on interior and exterior wood trim. Ceilings painted white. Meet state volatile organic compound requirements.

DIVISION 10: SPECIALITIES

101400 SIGNAGE

Signs for selected rooms.

102113 TOILET COMPARTMENTS

Floor mounted and overhead braced high-density solid composite partitions Sierra Series from Bobrick with self-closing doors, latches and coat hooks.

102813 TOILET ACCESSORIES

Stainless steel (satin finish) recessed accessories including towel dispensers, waste receptacles, toilet paper holders, grab bars, feminine napkin disposals, and framed glass mirrors. One hand dryer in each toilet room.

104400 FIRE PROTECTION SPECIALTIES

Manual extinguishing equipment located in accordance with NFPA 10.

DIVISION 11: EQUIPMENT

1126000 UNIT KITCHENS

Kitchen equipment to be supplied by others.

DIVISION 13: SPECIAL CONSTRUCTION

Section not used.

DIVISION 14: CONVEYING EQUIPMENT

Section not used.

DIVISION 21: FIRE SUPPRESSION

211300 FIRE SUPPRESSION SPRINKLER SYSTEMS

Design, furnish, install, and test automatic wet pipe fire sprinkler and standpipe systems for the entire building, including attics, crawl spaces, and concealed spaces in accordance with NFPA 13.

DIVISION 22: PLUMBING

220500 COMMON WORK RESULTS FOR PLUMBING

Materials and methods common to all sections including pipe and equipment identification, seismic restraint systems, pipe hangers and anchors, equipment drives, etc.

220700 PLUMBING INSULATION

Pipe, equipment insulation

221100 FACILITY WATER DISTRIBUTION

Service weight cast iron waste, vent, and sanitary sewer systems; Type L copper domestic cold and hot water supply systems; and all related equipment accessories and appurtenances. Capacity to harvest and utilize rainwater.

Capacity to recycle gray water.

Separate sub-system water metering devices with remote monitoring capability

224200 COMMERCIAL PLUMBING FIXTURES

Low-flow type plumbing fixtures and related trim, fittings, and valves meeting ADA requirements. Use plumbing fixtures and fittings in accordance with NPS guidelines as follows:

Water Closets -	1.25 gallons per flush (max), dual flush
Urinals -	Waterless
Lavatory Faucet -	0.5 gpm (max) at 60 psi

Wall-hung water closets. Electronic sensor operated dual flush valves in toilets and electronic sensor faucets. Freeze-proof drinking fountain located on the exterior of the building with operating mechanisms accessible from the interior of the building. Gas tank-type water heater located in kitchen.

Floor drains in the toilet rooms, kitchen and janitor's room.

DIVISION 23: HEATING, VENTILATING, AND AIR CONDITIONING

HVAC equipment to be provided by others. No ducts to be provided in base bid.

DIVISION 26: ELECTRICAL

260500 COMMON WORK RESULTS FOR ELECTRICAL

- A. Conduit And Fittings: Rigid steel or intermediate metal conduits. Use compression type conduit fittings, but in trade sizes 3-inch and larger setscrew type connectors will be permitted. Where setscrew type connectors are installed, individual ground wires must be installed along with the circuit conductors.
- B. Wiring: All copper 600-volt, type THW insulation except that all wiring running underground or in areas susceptible to moisture shall be rubber insulated type RHW. Wire sizes smaller than #6 AWG solid, sizes #6 and larger stranded. Wiring Devices: Receptacles 125-volt, 20-ampere specification grade comparable to Hubbell Cat. #5262, or approved equal, single phase, 3-wire, grounding type except as noted otherwise. Snap switches 125-volt, 15-ampere specification grade, silent type. Metal device plates.

262000 ELECTRICAL DISTRIBUTION

Run the new 120/208 volt, 3-phase 4-wire 60 hertz service to the high side of the transformer. Locate electrical equipment serving site utilities in the electrical equipment room. Locate transformer on concrete pad behind a safety barrier. Place conduit for solar installation.

265100 INTERIOR LIGHTING

In compliance with IES task lighting in office areas, flush fluorescent in mechanical rooms and toilets, and both task and flush fluorescent in the Library. Use energy efficient compact fluorescent and T-5 fluorescent lamps. .

265600 EXTERIOR LIGHTING

One luminaire at each exterior door. One luminaire with motion sensor at each East corner of the building.

DIVISION 27: COMMUNICATIONS

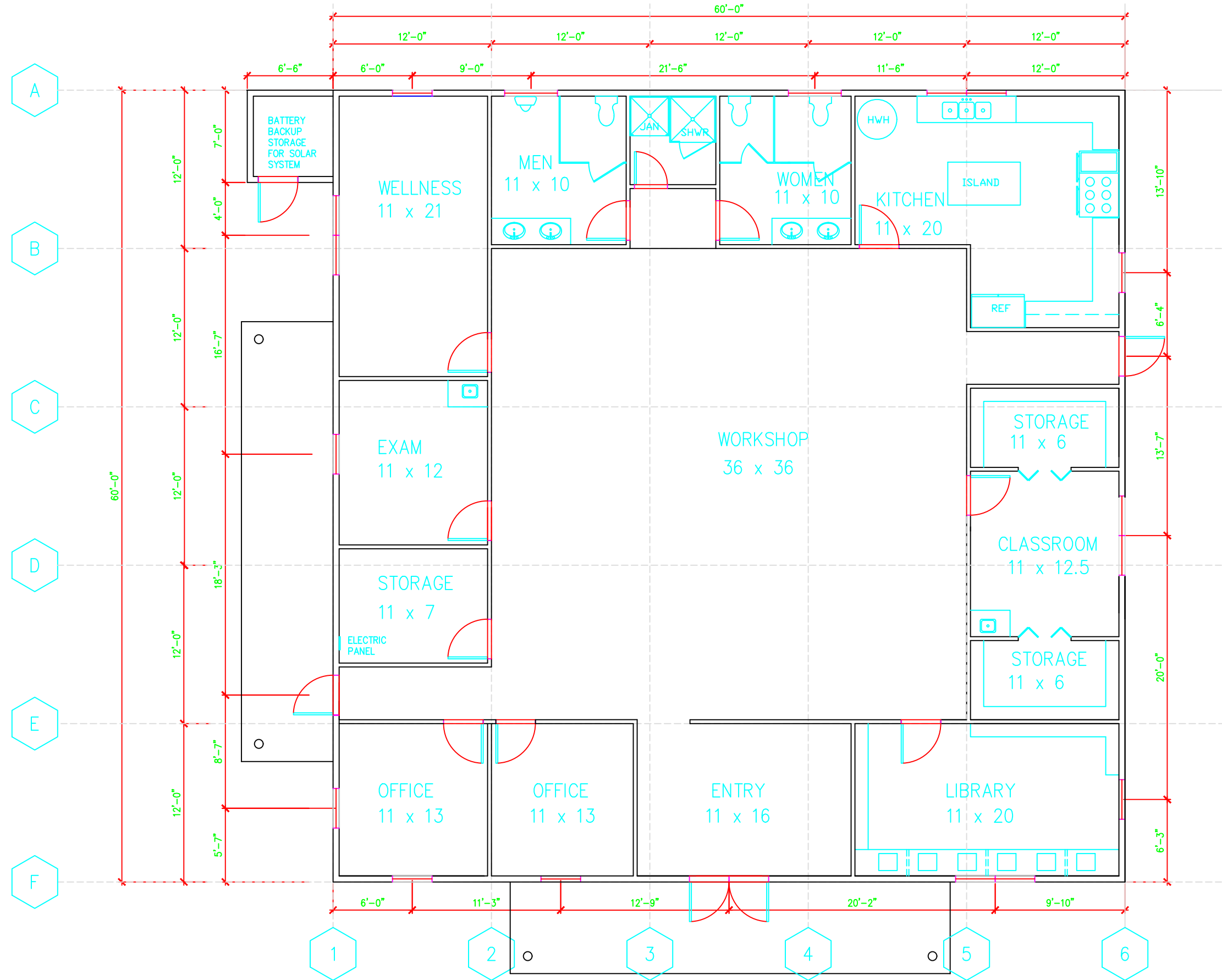
To be determined.

DIVISION 28: ELECTRONICS SAFETY AND SECURITY

2183100 FIRE DETECTION AND ALARM

Supervised, non-coded, shunt-trip, non-interfering fire conduit, wire, control panels, cabinets, pull stations, automatic fire and smoke detection devices, etc., for an operating fire alarm and smoke detection system.

End of Outline Performance Specifications



Alima Silverman Architect
3016 Midway Drive
Santa Rosa, CA 95405
707-5458743

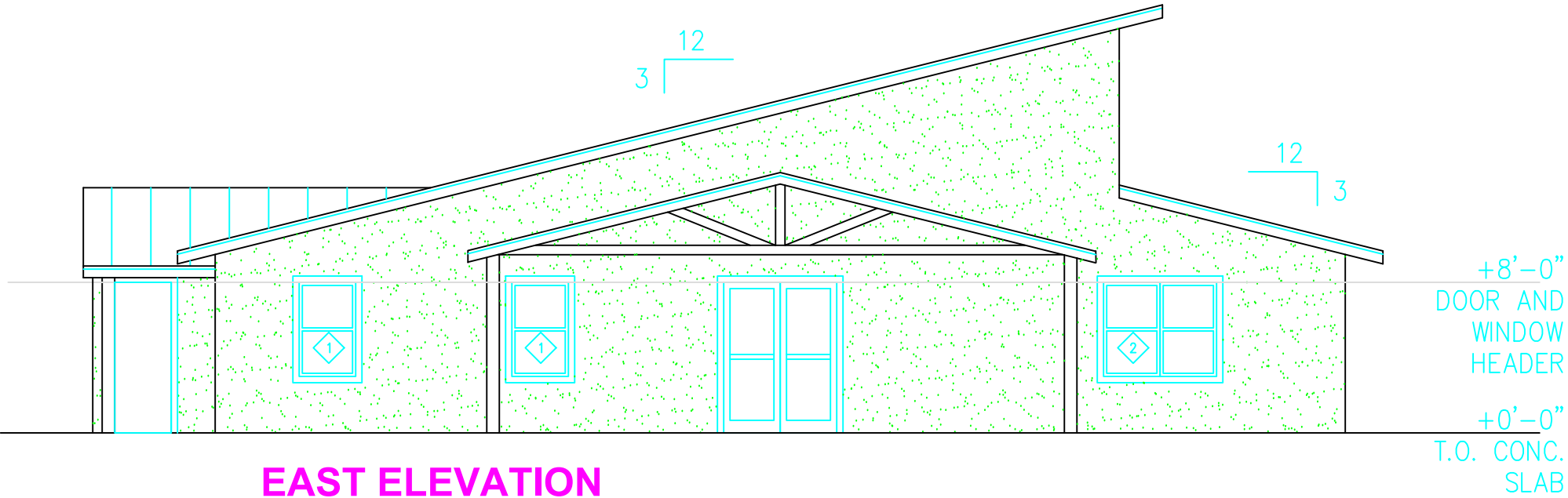
PINOLEVILLE POMO NATION
YOUTH WELLNESS AND EDUCATION CENTER
500 B PINOLEVILLE DRIVE
UKIAH, CA 95482

REVISIONS

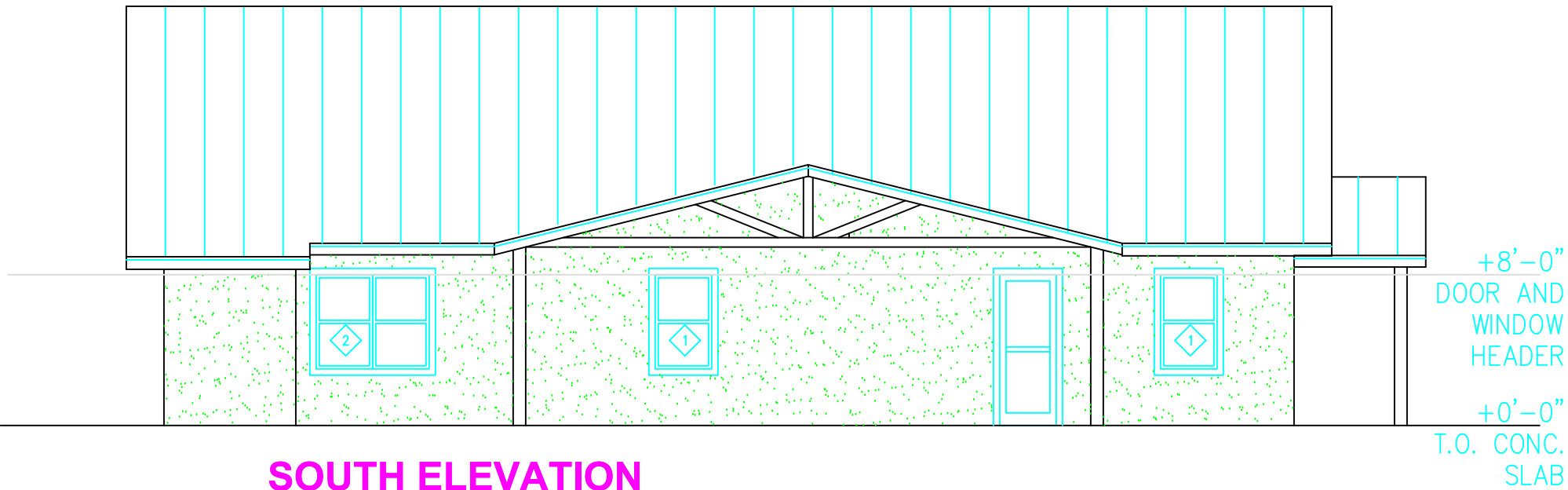
DATE: 6/23/16

FLOOR PLAN

SCALE 1/8" = 1'-0"



EAST ELEVATION



SOUTH ELEVATION

Alima Silverman Architect
3016 Midway Drive
Santa Rosa, CA 95405
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YOUTH WELLNESS AND EDUCATION CENTER
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UKIAH, CA 95482

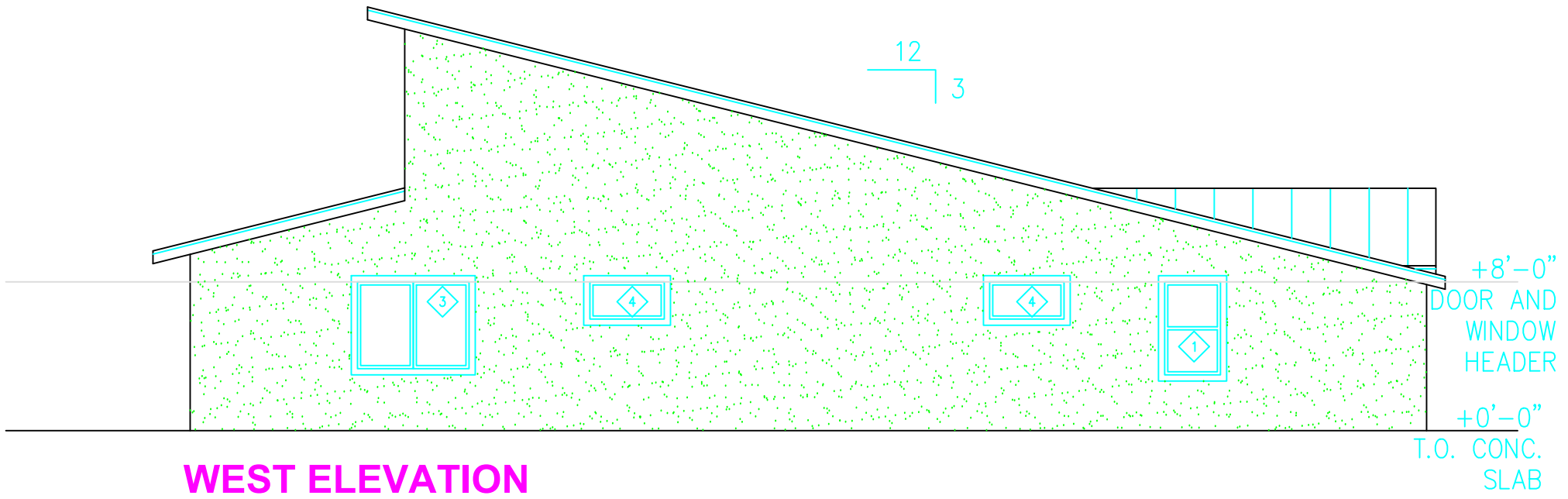
REVISIONS

DATE: 6/23/16

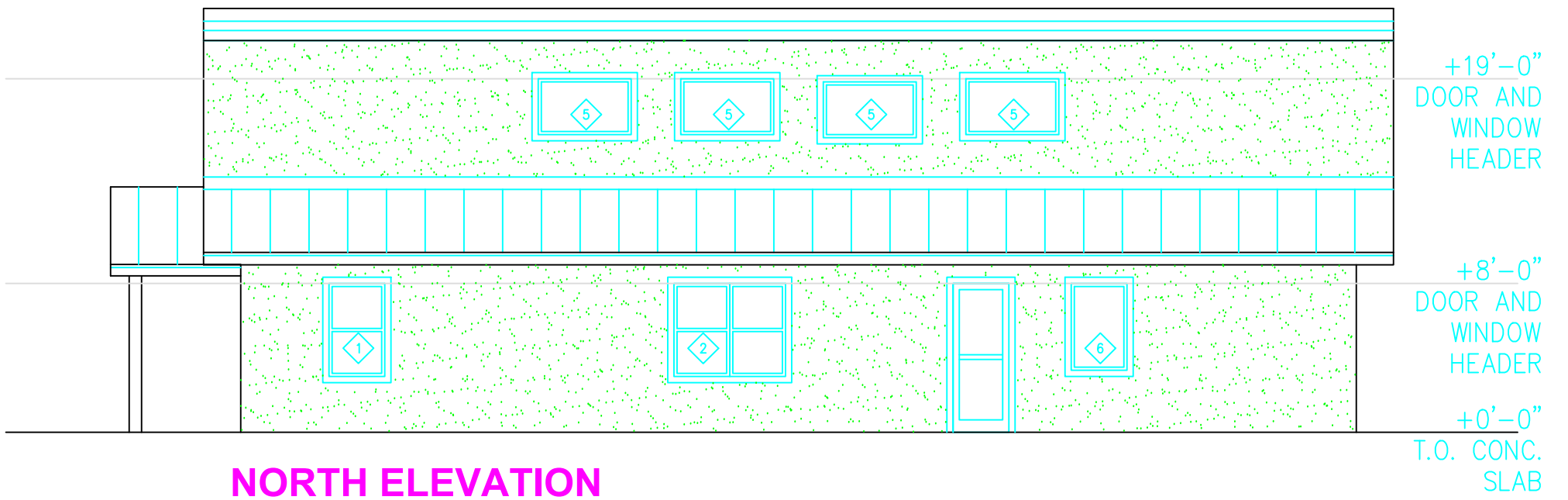
ELEVATIONS

SCALE 1/8" =1'-0"

EAST &
SOUTH

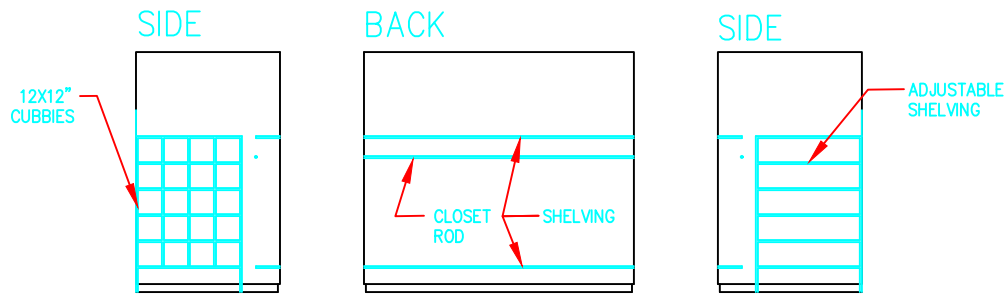


WEST ELEVATION



NORTH ELEVATION

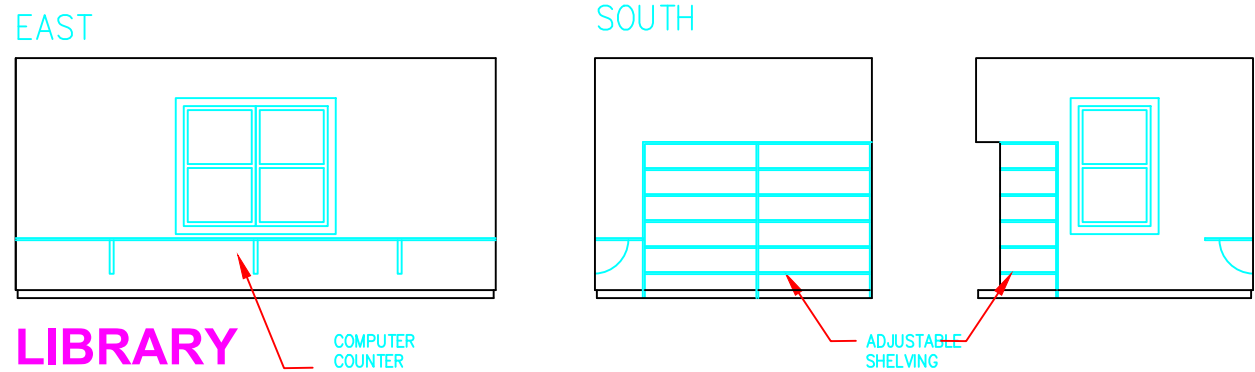
Alima Silverman Architect 3016 Midway Drive Santa Rosa, CA 95405 707-5458743	PINOLEVILLE POMO NATION YOUTH WELLNESS AND EDUCATION CENTER 500 B PINOLEVILLE DRIVE UKIAH, CA 95482		REVISIONS	DATE: 6/23/16	WEST & NORTH
				ELEVATIONS	
				SCALE 1/8" =1'-0"	



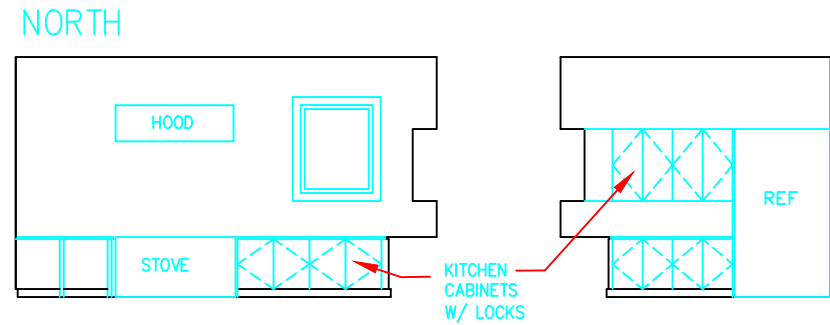
CLASSROOM STORAGE

NUMBER	W x H	FUNCTION	STYLE
1	3'-0" x 5'-0"	OPERABLE	SINGLE-HUNG
2	6'-0" x 5'-0"	OPERABLE	SINGLE-HUNG
3	6'-0" x 4'-8"	OPERABLE	CASEMENT
4	4'-0" x 2'-0"	FIXED	FROSTED GLASS
5	5'-0" x 3'-0"	OPERABLE	AWNING
6	3'-0" x 4'-8"	OPERABLE	CASEMENT

WINDOW SCHEDULE



LIBRARY



KITCHEN

Alima Silverman Architect
3016 Midway Drive
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PINOLEVILLE POMO NATION
YOUTH WELLNESS AND EDUCATION CENTER
500 B PINOLEVILLE DRIVE
UKIAH, CA 95482

REVISIONS

DATE: 6/23/16

INTERIOR
ELEVATIONS

SCALE 1/8" =1'-0"

Education Building Site Map

Untitled layer

- Education Building
- 80 ft
- 117 ft
- 243 ft
- 43 ft
- About 500 ft





BY:		REVISION:		DATE:	
PINOLEVILLE POMO NATION					
TOPOGRAPHIC MAP					
VOGEL ENGINEERING CIVIL ENGINEERING AND LAND SURVEYING 761 SO. STATE ST. - URBANA, CA. 962-2303					
Date: Mar. 22, 2016					
Designed: MDV					
Drawn: MDV					
Checked: MDV					
JOB NO. 1628Topo2					
SHEET					
2					
Of 2 Sheets					

**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

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

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.

[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 [Contracting Officer insert time period] 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)

[] Black Americans	[] Asian Pacific Americans
[] Hispanic Americans	[] Asian Indian Americans
[] Native Americans	[] 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)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)