

# Project Manual

For the

## 5182 Orick Re-Hab

Yurok Indian Housing Authority

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Funded By:

The Department of Housing and Urban Development

Prepared By:

Yurok Indian Housing Authority  
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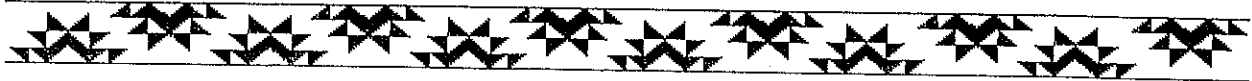
DATE: August 31, 2011

BID DATE: September 22, 2011

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# YUROK INDIAN HOUSING AUTHORITY



15540 U.S. Hwy. 101 North, Klamath, CA. 95548 Phone: 707-482-1506 Fax: 707-482-3117

## INVITATION FOR BIDS

The Yurok Indian Housing Authority (YIHA), hereinafter called the OWNER, is requesting sealed bids in a single contract proposal from qualified Indian Enterprises and non-Indian contractors for the "**5182 Orick Re-HAB**". The project consists of rehabilitating a two bedroom one bath single family home in Orick, Ca. Humboldt County. The scope of work will include 5 new windows, electrical, lighting, tub shower unit, plumbing, ductless heating system, minimum exterior and complete interior painting, bath insulation, sheetrock, flooring, cabinets & countertops, doors & trim. A clean, safe job site is to be kept from the beginning of the project, through and to the completion of the contract.

**Quotes will be accepted by mail or walk in delivery until 2:00 p.m. local time Thursday September 22, 2011, at the Yurok Indian Housing Authority office, 15540 US HWY 101 N. Klamath, CA. Then at said office, publicly opened and read aloud; bids must be marked clearly "5182 Orick Re-Hab".**

Interested bidders may request a time to review the sites by contacting Leonard LaFazio or John Safford in the development department at 707-482-1506, ext.1001 or ext.1005. The successful contractor will provide documents requested below in order to be considered a responsive bidder. A TERO Tax fee of 3% is to be included in this proposal. The 3% TERO tax will be withheld from the contract and paid to the Tribe on the contractor's behalf. Tribal Davis-Bacon Wage Rates apply and must be paid to all employees on this project, certified wage reports will be required with all pay requests. Completed HUD forms are to be submitted for pay requests: HUD-51001 page 1 and 2 (pay request), HUD-51002 (change order if applicable) Certified payroll WH-347 (depart. of labor).

Attention is called to the preference which shall be given to Indian-owned Enterprises as outlined in Section 7(b) of the Indian Self-Determination & Education Assistance Act (25 U.S.C. 450 7(b)). Section 7(b) provides that to the greatest extent feasible: 1. Preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts shall be given to Indian organizations or Indian-owned economic enterprises. 2. The parties to this contract shall comply with the provisions of section 7(b) of the Indian Act. 3. In connection with this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians. 4. The contractor shall include this section 7(b) clause in every subcontract in connection with the project, and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the recipient of HUD that the subcontractor has violated the section 7(b) clause of the Indian Act. Attention is also called to the contractor's obligation for Indian Preference and Equal Opportunity in hiring. Bidders claiming Indian Preference must contact the Yurok Tribe's TERO for the documents at 707-482-1350, extension 370. (YIHA allows a standard 10% Indian Preference above lowest bid amount).

Prospective bidders shall be licensed contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the contract. Each bidder shall be a California licensed general contractor and adhere to all Cal/OSHA Safety Standards for the Construction Industry.

Notice is hereby given that all contractors and subcontractors shall be obligated to comply with all Tribal Ordinances as adopted by the Yurok Tribe involved with this project including but not limited to the Tribal Employment Rights Office (TERO) and TERO permits and taxes.

**General Scope of Work:** The Project, of which the Work of this Contract is a part, is titled “**5182 Orick Re-Hab**” and is within the service area of the Yurok Indian Housing Authority. This project consists of the rehabilitation of an existing two bedroom single family home. We have applied for and will pay for permits.

**Site Work Specifications and Requirements:**

1. **Demo:**

- 1.1. Remove all the carpet and vinyl throughout the home.
- 1.2. Remove tub/shower, water closet, cabinets, sinks, doors, casing & base.
- 1.3. Remove the sheetrock in the entire bathroom and the kitchen area.
- 1.4. Remove any framing to accommodate the new one piece tub/shower unit.
- 1.5. Remove old propane heater.
- 1.6. Remove the rotten T-111 IVB siding in the back. Approximately two to three pieces.
- 1.7. Remove the wood shingles from below the windows in the front of the home.
- 1.8. Remove the window sheetrock wrap and stool.
- 1.9. Contractor is responsible for all dump fee's.

2. **Framing:**

- 1.1. Reframe the bath walls and install backing for the tub/shower, door knob, towel bars etc.
- 1.2. Extend any wall to accommodate the kitchen cabinets and countertops. Possibly move the door over leading into the garage.
- 1.3. Reframe the bedroom bypass closet. Finish opening is 1 in. under size 5'

3. **Electrical:**

- 1.1. Install any and all new breakers to accompany all the new circuits. Bring all the electrical up to the most current codes.
- 1.2. Install new wiring and breakers for the dishwasher, garbage disposal, microwave exhaust fan, heating system, king heaters, smoke/carbon monoxide detectors and where codes require it.
- 1.3. Install ARK fault breakers in the required bedrooms, GFCI in the kitchen, bath, garage and exterior receptacles.
- 1.4. Install a new interconnected smoke/carbon monoxide alarm detectors circuit.
- 1.5. Supply all boxes, receptacles, switches and cover plates for new work. Supply and install new ivory receptacles, switches, and cover plates throughout the home.

4. **Lighting:**

- 1.1. Purchase and install new lighting throughout the home. Including the front and back porches. Lighting to match the other units as much as possible. Install the lighting to meet current codes in the kitchen and bath room. Install an overhead fan/light/ heater along with a bar light in the bathroom.
- 1.2. Vanity light Commercial Electric EFH1393M
- 1.3. Outside porch lights Hampton Bay BPM1691-blk
- 1.4. Garage lighting Lithonia 4' T-8's SB432120 1/4 GESB
- 1.5. Bedrooms and hall Hampton Bay FL226
- 1.6. Living room Hampton Bay HB1133-22
- 1.7. Dining finish to match others.

5. **Plumbing, Bathroom:**

- 5.1. Purchase and install a new 5 ft. Lasco or equivalent white, 1 piece tub and shower enclosure. Hook up water and chrome drain. Valve to be Moen chrome single lever.
- 5.2. Install a new white elongated water closet as per plans. Sterling # 404702-0 Install escutcheon angle stop and stainless supply hose.
- 5.3. Install a 36" Oak, vanity. Install a 37" cultured marble vanity sink with an end splash against the sheetrock wall.
- 5.4. Install a Moen chrome Adler 4" single lever chrome valve. Hook up water and drain.

6. Plumbing, Kitchen:

- 6.1. Supply and install a Stainless 25x22 8" deep four hole kitchen sink, along with a Moen single lever chrome valve. Supply and install the air gap for the dishwasher, along with the Badger 5 ½ HP garbage disposal including electrical pigtail. Install a separate angle stop supply for the dishwasher. Install ice maker box.
- 6.2. Re-locate the old furnace gas line to the new propane cooking stove area.
- 6.3. Install a new hose bib on the side of the garage.

7. Towel Bar:

7.1. Install a chrome recessed toilet paper holder in the cabinet or back wall. Install a grab bar/towel bar on the left side of the tub/shower at 36" high

8. Roofing: Install the exhaust jacks for the bath vent and kitchen exhaust.

9. Paint: Exterior: Prime all bare wood and paint with a high quality Latex paint. Install flat on the body and two coats of semi gloss on the trim. Submit brand please.

Interior: Prime with PVA and back roll. Place 2 coats of semi gloss on the walls and back roll. Install two coats of semi gloss paint on all the trim. Color to be Antique white.

10. Windows: Replace all six windows with Milgard white vinyl dual glazed. Window size to match existing. Install any and all trim inside and out for a complete and proper job. Windows to be plumb, level and sealed using a high quality caulking.

11. Heating: Install a Daiken HVAC ductless air conditioner and heat pump. (Mini Split) In the living room area. Install any and all wiring for the system.

11.1. Install 2 -King Heaters PAW24221 Pic-A-Watt (Locations as per plans)

11.2. Install 2-King Thermostat:K602A 22A 2P

11.3. Install Daiken Heat Pump # RX512JEVJU & line set 02-406-50 ½ 14-4

11.4. Install Daiken wall Unit FTX512JEVJU & disconnect insert cover

12. Sheetrock:

12.1. Install new sheetrock in the bathroom and kitchen areas.

12.2. Install green board or mold resistant sheetrock in all the bathroom and lower kitchen sink area. Install sheetrock with screws. Finish with joint compound and topping on the final coats. Texture can be an orange peel finish in the bathroom and kitchen to match existing.

12.3. Install a 3-way bull nose sheetrock wrap around the windows and a real wood painted stool and apron.

13. Insulation: Place baffles at the edge of the eaves for proper roof ventilation. Install eave vents, gable end vents and roof vents. Install R-38 in the attic and R-11 in the walls. Caulk and foam any and all gaps in the wiring and plumbing.

14. Ventilation: Supply and install the bath and cook top vent jacks and duct work.

15. Cabinets: Contractor or cabinet maker to verify dimensions. Install Diamond pre-finished, real solid oak, Covington style and rail type with a plywood panel. Plywood boxes, no particle board. Door slides and hinges to be "heavy duty" and rated for at least 100 pounds and have full extension. Install cabinets plumb, level, true and straight with no distortions. Provide filler strips and firmly attach to each other and the wall with cabinet screws. (Cabinet Submittal Please) as per plans. Diamond color to be a light stain.

16. Plastic Laminate: Install countertop securely. Cut out for the kitchen sink. Install a fine caulk joint at the top of the backsplash.

16.1. Tempo in black star granite.

16.2. Install glue or sealer at each corner or joint and level.

- 16.3. We insist that it be professional installed.
17. Flooring: Purchase and install new VCT and 4" vinyl base throughout the home. Use floor leveler to prep any unlevel floors. The concrete is really rough and needs to be smoothed and leveled.
- 17.1. Vinyl Composition Tile (VCT) Install in accordance with manufacture's recommendations.
- 17.2. Install Armstrong Civic # 54004031
- 17.3. Broom clean or vacuum surfaces to be covered. Keep floors covered from paint for the adhesive to bond.
- 17.4. Install new 4" rolled vinyl base over the vinyl floor. No 4' strips.
- 17.5. Keep the finished floor clean from any and all stains, glue, foot prints etc. YIHA will finish the floors.
18. Doors: Interior: Supply and install six panel colonist pre-hung doors to the bedrooms, closets and bath.
- 18.1. Exterior: Supply and install a pre-hung 3'0" Metal front door with a stained glass fan pattern on top. Plast Pro#22105 Door and locksets to match the other units.
- 18.2. Exterior garage: Install a metal pre-hung exterior six panel door, double bore, mill finish sill. Change the swing so it opens to the wall.
- 18.3. Exterior Bedroom Door: Install a metal pre-hung exterior, six panel door, double bore, mill finish sill. Garage and bedroom door to match. Paint metal doors with oil based paint.
- 18.4. Garage to Dining Room: 1 ¾ Solid core six panel exterior colonist type, weather stripped, mill sill, double bore
- 18.5. Casing to be 2 ¼ colonial.
19. Misc. Hardware: Install a recessed medicine chest on the right side of the vanity. Install a 36" wide mirror with track on the bottom and holders on top centered on the vanity and bar light. Install Kwikset Lido polished brass door locksets and 991 entry and door stops. Install a Shelf with brackets over the washer dryer.
20. Appliances: Supply and install dishwasher, garbage disposal, water heater and microwave fan combo.
- 20.1. Refrigerator GE 18.1 cu ft. # GTH18EBBWW
- 20.2. Gas Range: Americana # AGBS300PJWW
- 20.3. Dishwasher: GE Tall # GLD2800TWW
- 20.4. Microwave Exhaust Fan GE Spacemaker Microwave #HVM1540DPWW
- 20.5. Washer: GE # GHWP1000MWW
- 20.6. Dryer: GE # GTDX100EMWW
- 20.7. Water Heater: Propane 40 gal water heater
- 20.8. Appliances need all cords vent pipes and hoses
21. Siding:
- 21.1. Repair the rotten siding (Approximately 2-3 sheets) of IVB in the back porch area.
- 21.2. Prime and paint to match existing color.
- 21.3. Install new Hardi plank shingle siding under the windows to match the other units.
- 21.4. Paint to match the other units.
22. Blinds:
- 22.1. Install Bali white vinyl blinds.

#### Quality Assurance:

- A. The contractor shall communicate his/her intentions to YIHA a minimum of 3 days in advance of any actions; i.e., start of project, after the notice to proceed has been issued.
- B. Contractor will use an adequate number of skilled workers who are thoroughly trained, experienced and familiar with specific requirements and methods used for the safe and proper procedures involved within the scope of this project.

- C. Provide any and all items and or equipment not specifically described, but necessary for the safe and proper execution of this contract.
- D. Remove all foreign objects
- E. Codes that apply, ICC, CBC and CAL/OSHA safety standards
- F. Contractor must visit the sites prior to submitting a bid. A YIHA staff member will be available to discuss any issues that may be of concern.

10% retention will be held from the contracted amount, of that 8% will be held for 60 days and 2% will be held for 1 year after final completion of this contract.

**There is to be no debris left on the job sites, any and all supplies and material debris must be disposed of properly.**

1. Contractors responsible for the safety of the job site and their employees.
2. **All proper PPE (personnel protection equipment) as well as all safety methods and procedures are to be used in accordance with CAL/OSHA and the OSHA Safety Standards for the Construction Industry.**

**Project Locations: 120861 Hwy 101 Orick, Ca. 95555**

The contract will be awarded to the lowest responsible bidder whose proposal conforms to this solicitation. Any proposal which exceeds the total available funding may be, for such reason only, considered non-responsive and no right attaches to such bid, which may be otherwise responsive for the contract award. **The OWNER reserves the right to reject any and all bids, and to waive any informality in the bidding whenever such rejection or waiver is in the best interest of the Housing Authority.**

The following documents are required to be submitted for the bid to be considered responsive:

1. A Signed Bid Form
2. Bid Security 5% ( for bids \$25,000.00 or more)
3. Performance bond (assurance of completion)
4. TERO projection forms
5. HUD Form 5369-A
6. Notarized Non-Collusive Affidavit ( required on bids \$50,000.00 or more)
7. Indian Preference-If claiming, the Contractor must be certified by TERO Yurok Tribe
8. Copy of Contractor's California License required performing the work of this contract.
9. Current IRS W-9 Completed form.
10. Current auto, liability and worker's comp. insurance policies

YUROK INDIAN HOUSING AUTHORITY

*Jheta Saylor for  
Judith Marasco*

Judith Marasco, Executive Director

9/1/14  
Date

# YUROK INDIAN HOUSING AUTHORITY



15540 U.S. Hwy. 101 North, Klamath, CA. 95548 Phone: 707/482-1506 Fax: 707/482-3117

## PRICE QUOTE FORM

FOR: Client # 5182 Orick Re-Hab

TO THE: Yurok Indian Housing Authority

The undersigned, having examined the local conditions affecting the work and with the bidding and general scope of work, the specifications, or the special conditions thereto hereby propose to furnish all labor and material required to complete the above referenced project all in accordance therewith, for the sum of:

	MATERIALS	LABOR	TOTAL
Appliances	\$ _____	\$ _____	\$ _____
Cabinets and Countertops	\$ _____	\$ _____	\$ _____
Wiring:	\$ _____	\$ _____	\$ _____
Plumbing:	\$ _____	\$ _____	\$ _____
Painting:	\$ _____	\$ _____	\$ _____
Heating:	\$ _____	\$ _____	\$ _____
Flooring:	\$ _____	\$ _____	\$ _____
Misc:	\$ _____	\$ _____	\$ _____
TERO FEE 3%	\$ _____	\$ _____	\$ _____
TOTALS	\$ _____	\$ _____	\$ _____

TOTAL BID AMOUNT INCLUDING TERO FEES \$ \_\_\_\_\_

Name of Firm: \_\_\_\_\_ Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

Signature of bidder: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

# Instructions to Bidders for Contracts Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Leonard LaFazio  
Yurok Indian Housing Authority  
15540 US Hwy 101 North  
Klamath, CA 95548-9351

{Contracting Officer designate the official or location where a protest may be served on the Contracting Officer}

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

#### 10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

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

#### 11. Preconstruction Conference (applicable to construction contracts)

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

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

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

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 13. Contractor Approval Check List

Prior to Award the Apparent Low Bidder will provide the Owner the information required in the Contractor Approval Check List included in this Project Manual.

### 14. Prevailing Wages

Federal Davis Bacon prevailing wages current on the day bids are due shall be paid by the Contractor for all work in this project.

### 15. Project Safety Plan

Upon Award the successful bidder shall provide a copy of the project safety plan.

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**

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

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

(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)

Instructions to Bidders

NON-COLLUSIVE AFFIDAVIT  
FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) } SS

\_\_\_\_\_, being first duly sworn, deposes and says:  
(print name)

That I am an owner, a partner, or an officer of \_\_\_\_\_ 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 submitted 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 Name:

Location :

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Date  
(Signature should be notarized.)

Subscribed and sworn to (or affirmed) before me \_\_\_\_\_, Notary Public  
(Name of Notary)

on this \_\_\_\_\_ by \_\_\_\_\_  
(Date the Signer personally appeared and signed the document) (Name of document signer (affiant))

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official Seal

\_\_\_\_\_  
Signature of Notary Public

(notary seal)

**Previous Participation Certification**

U.S. Department of Housing and Urban Development  
Office of Housing/Federal Housing Commissioner

U.S. Department of Agriculture  
Farmers Home Administration

OMB Approval No. 2502-0118  
(exp 11/30/2012)

For HUD HQ/FmHA use only

**Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification**

1. Agency Name and City where the application is filed		2. Project Name, Project Number, City and Zip Code contained in the application	
3. Loan or Contract Amount	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)
<p><b>List of all proposed Principal Participants and attach organization chart for all organizations.</b></p> <p>7. Names and Addresses of All Known Principals and Affiliates (people, businesses &amp; organizations) proposing to participate in the project described above. (List names alphabetically: last, first, middle initial)</p>			
<p>8. Role of Each Principal in Project</p>		<p>9. Expected % Ownership Interest in Project</p>	
<p>10. Social Security or IRS Employer Number</p>			
<p>1. Agency Name and City where the application is filed</p> <p>2. Project Name, Project Number, City and Zip Code contained in the application</p> <p>3. Loan or Contract Amount</p> <p>4. Number of Units or Beds</p> <p>5. Section of Act</p> <p>6. Type of Project (check one)</p> <p>7. Names and Addresses of All Known Principals and Affiliates (people, businesses &amp; organizations) proposing to participate in the project described above. (List names alphabetically: last, first, middle initial)</p> <p>8. Role of Each Principal in Project</p> <p>9. Expected % Ownership Interest in Project</p> <p>10. Social Security or IRS Employer Number</p> <p>11. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 90 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.</p> <p>12. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a).</p> <p>13. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.</p> <p>14. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.</p>			

**Schedule A: List of Previous Projects and Section 8 Contracts.** By my name below is the complete list of my previous projects and my participation history as a principal, in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "No previous participation, First Experience."

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation? Yes <input type="checkbox"/> No <input type="checkbox"/> If "Yes," explain	6. Last Mgmt. and/or Physical Inspect Rating and Date

**Part II – For HUD Internal Processing Only**  
 Received and checked by me for accuracy and completeness; recommend approval or referral to Headquarters as checked below:

Date (mm/dd/yyyy)  A. No adverse information; form HUD-2530 approval is recommended.  C. Disclosure or Certification problem

Staff Processing and Control  B. Name match in system  D. Other, our memorandum is attached.

Supervisor Director of Housing / Director, Multifamily Division Approved  Yes  No Date (mm/dd/yyyy)

**Instructions for Completing the Previous Participation Certificate, form HUD-2530**  
Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

**Who Must Sign and File Form HUD-2530:** Form HUD-2530 must be completed and signed by all parties applying to become principal participants in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, non-profit organizations, any other public or private entity, that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arms length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

**Exception for Corporations** - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

**Exemptions** - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.

• Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

**Specific Line Instructions:**

**Reason for submitting this Certification:** e.g., refinancing, management, change in ownership, transfer of physical assets, etc.

**Block 1:** Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District Office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

**Block 2:** Fill in the name of the project, such as "Greenwood Apts." if the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

**Block 3:** Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Block 4:** Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Block 5:** Fill in the section of the Housing Act under which the application is filed.

**Block 7:** Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

**Block 8:** Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

**Block 9:** Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

**Block 10:** Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

**Instructions for Completing Schedule A:**  
Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

**Column 2** List the project or contract identification of each previous project. All previous projects must be included or your certification cannot be processed. Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Public reporting burden** for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. A response is mandatory. Failure to provide any of the information will result in your disapproval for participation in this HUD program.

and provide a telephone number where you can be reached during the day. No determinations will be made on these certifications.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

**HUD-2530 Master List  
Participation and Compliance  
Division - Housing  
Urban Department of Housing and  
Urban Development  
451 Seventh Street, S.W.  
Washington, D.C. 20410**

Once you have filled a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

**If you have withdrawn from a project** since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

**Certification:**  
After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form

HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record.

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who will honor their legal, financial and contractual obligations.

**Column 3** List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

**Column 4** Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered as signed. An explanation of the circumstances surrounding the status is required for all non-current loans.

**Column 5** Explain any project defaults during your participation.

**Column 6** Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

**No Previous Record:** Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name - "No previous participation, first experience."

**Master List System:** If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "Master List." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Public reporting burden** for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. A response is mandatory. Failure to provide any of the information will result in your disapproval for participation in this HUD program.

Previous editions are obsolete



**Instructions**

**Headings.** Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

**Columns 1 and 2.** The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

**Column 3.** Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

**Certifications.** The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself/herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

**Certification of the Contractor or Duly Authorized Representative**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner) \_\_\_\_\_ and (contractor) \_\_\_\_\_ dated (mm/dd/yyyy) \_\_\_\_\_, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount			\$ _____
Approved Change Orders:			
2. Additions (Total from Col. 3, form HUD-51002)	\$ _____		
3. Deductions (Total from Col. 5, form HUD-51002)	\$ _____	(net) \$ _____	
4. Current Adjusted Contract Amount (line 1 plus or minus net)			\$ _____
<b>Computation of Balance Due this Payment</b>			
5. Value of Original Contract work completed to date (from other side of this form)			\$ _____
<b>Completed Under Approved Change Orders</b>			
6. Additions (from Col. 4, form HUD-51002)	\$ _____		
7. Deductions (from Col. 5, form HUD-51002)	\$ _____	(net) \$ _____	
8. Total Value of Work in Place (line 5 plus or minus net line 7)			\$ _____
9. Less: Retainage, _____ %	\$ _____		
10. Net amount earned to date (line 8 less line 9)		\$ _____	
11. Less: Previously earned (line 10, last Periodic Estimate)		\$ _____	
12. Net amount due, work in place (line 10 less line 11)			\$ _____
<b>Value of Materials Properly Stored</b>			
13. At close of this period (from form HUD-51004)	\$ _____		
14. Less: Allowed last period	\$ _____		
15. Increase (decrease) from amount allowed last period	\$ _____		
16. Balance Due This Payment			\$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)

**Certificate of Authorized Project Representative and of Contracting Officer**

Each of us certifies that he/she has checked and verified this Periodic Estimate No. \_\_\_\_\_; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due This Payment" the amount of \$ \_\_\_\_\_.

Authorized Project Representative	Date (mm/dd/yyyy)	Contracting Officer	Date (mm/dd/yyyy)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT) EXPLANATION

REMARKS:

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date \_\_\_\_\_  
I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:  
(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full \_\_\_\_\_ weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 78 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
 — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.





YUROK INDIAN HOUSING AUTHORITY  
Earning Codes List

Earning Code	Title	Expense Account	DB w/Benefits Old Amount	Journeyman Tribble Wage Ord.	YT Benefit	New Wage Ord. Journeyman
DB CEMENT MASONRY	DAVIS BACON CEMENT MASONRY	5200	24.09	17.91	5.16	23.07
DB ELECTRICAL	DAVIS BACON ELECTRICAL	5210	24.33	17.41	5.09	22.50
DB EQUIP OPERATOR	Davis Bacon Equip Operator	5200	33.87	24.17	6.07	30.24
DB FLOORING	DAVIS BACON FLOORING	5210	18.60	14.31	4.63	18.94
DB INSULATION	DAVIS BACON INSULATION	5200	27.21	21.60	5.70	27.30
DB LABORER	DAVIS BACON LABORER GROUP #2	5210	22.42	16.46	4.95	21.41
DB LABORER #1	DAVIS BACON LABORER #1 gunlke	5200	23.03	16.48	4.95	21.43
DB LABORER 2	DB-LABORER 2	5200	22.42	16.46	4.95	21.41
DB LABORER GROUP #3	DAVIS BACON LABORER GROUP #3	5210	23.32	16.36	4.93	21.29
DB LANDSCAPER	DAVIS BACON LANDSCAPER	5200	22.32	16.36	4.93	21.29
DB MAINT WORKER	DAVIS BACON MAINT WORKER III	5200	18.43	13.86	4.57	18.43
DB PAINTER	Davis Bacon Painter	5200	14.94	12.51	4.37	16.88
DB PLUMBER	Davis Bacon Plumber	5200	25.92	17.73	5.13	22.86
DB POWER EQUIP # 4	DAVIS BACON EQUIP OPERATOR GROUP #4	5200	30.63	20.93	5.60	26.53
DB RODFER	Davis Bacon Roofer	5200	22.14	16.30	4.92	21.22
DB TRUCK DRIVER	DAVIS BACON TRUCK DRIVER	5200	25.49	17.80	5.14	22.94
DB- ADMIN	ADMINISTRATION/TRAINING/OFFICE	5000	13.15	9.26	3.89	13.15
DB-CEMENT LABORER	MASONRY LABORER 5201 NOT EQUAL/ NOT EXCEED \$24	5200	16.95	9.94	3.99	13.93
DB-DRYWALL	DB-DRYWALL	5210	26.53	19.08	5.33	24.41
DB-DRYWALL LABORER	DB DRYWALL LABORER GROUP # 2	5200	16.94	9.54	3.93	13.47
DB-EQUIP OP #5	DB-POWER EQUIP #5	5200	29.67	19.97	5.46	25.43
DB-FENCE STRUCT	DB-FENCE STRUCTURAL	5200	27.19	14.56	4.67	19.23
DB-INSULATION	DAVIS BACON- INSULATION	5200	27.21	21.60	5.70	27.30
DB-LAB #1 BUILDINGS	DB-LABORER #1 WRECKINGS, BUILDINGS	5200	22.57	16.61	4.97	21.58
DB-LABORER #4	DB- LABORER #4	5210	15.96	10.05	4.01	14.06
DB-LANDSCAPE WARRANT	DAVIS BACON LANDSCAPE WARRANTY	5200	16.01	10.05	4.01	14.06
DB-OPERATOR 6	DB-POWER EQUIP OPERATOR 6	5200	28.69	18.99	5.32	24.31
DB-SHINGLER	DB-SHINGLER	5200	26.19	19.23	5.35	24.58
DB-SOFT FLOOR	DB- SOFT FLOORING	5200	18.86	14.19	4.61	18.80
DB-TILE FINISH	DAVIS BACON TILE FINISHER	5200	19.53	16.17	4.90	21.07
DB-TILE SETTER	DAVIS BACON TILE SETTER	5200	27.83	23.35	5.95	29.30
DB-WELDING GRP1-C	DB-WELDING GRP1-C BURNING AND WELDING WITH LABORERS WORK	5210	22.62	16.66	4.98	21.64
Carpenter	DB Carpenter	5200	26.00	19.08	5.33	24.41

1 INDIAN PREFERENCE  
2  
3

4 In accordance with policies and procedures adopted by the Indian Housing Authority, award shall be  
5 made under unrestricted solicitation to the lowest responsible bid from a qualified Indian-owned economic  
6 enterprise or organization within the maximum total Contract Price established for the specific project or  
7 being solicited if the bid is no more than "X" higher than the total bid price of the lowest responsive bid  
8 from any qualified bidder. Subcontractors also must be awarded to the lowest responsible bidder from a  
9 qualified Indian-owned economic enterprise or organization if the bid is no more than "X" higher than the  
10 total bid price of the lowest responsible bid from any qualified bidder.  
11

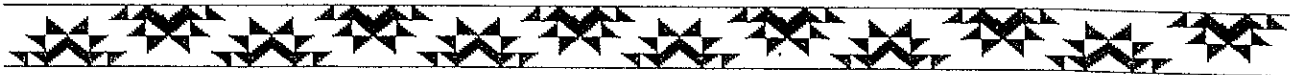
12 The Factor "X" is determined as follows:  
13

14 When the lowest responsive bid is less than \$100,000	10% of that bid
15 When the lowest responsive bid is:	
16 At least \$100,000 but less than \$200,000	9% of that bid
17 At least \$200,000 but less than \$300,000	8% of that bid
18 At least \$300,000 but less than \$400,000	7% of that bid
19 At least \$400,000 but less than \$500,000	6% of that bid
20 At least \$500,000 but less than \$1 million	5% of that bid
21 At least \$1 million but less than \$2 million	4% of that bid
22 At least \$2 million but less than \$4 million	3% of that bid
23 At least \$4 million but less than \$7 million	2% of that bid
24 \$7 million or more	1% of the lowest responsive bid with no 25 dollar limit. 26

27 Also reference HUD 5369 Section 12 and HUD 5369-A Section 8  
28  
29  
30

END OF SECTION

# YUROK INDIAN HOUSING AUTHORITY



15540 US HWY 101 N., KLAMATH, CA. 95548 (707) 482-1506 (800) 281-4749 (707) 482-3117 FAX

## PRODUCT SUBMITTAL FORM

Project ID:		Originator:			
Subcontract		Project Name:			
Submittal #		Transmittal #			
Qty.	Drawing/Specification and Section Reference	Description of Item			
Submitted By:		Name	Signature	Date	Forwarded

Items listed above to be completed by Originator

(Check appropriate box)	Reviewed By: Print Name	Signature	Date	Forwarded
1. No Exception Taken <input type="checkbox"/>				
2. Exception as Noted <input type="checkbox"/>				
3. Incomplete as Noted <input type="checkbox"/>				
4. Disapproved/Resubmit <input type="checkbox"/>				

Approval of design details, calculations, analysis, test methods, or materials developed or selected by the supplier does not constitute acceptance and does not relieve supplier from contractual obligations.

	Distribution				
	Sets	Form		Sets	Form
YIHA					
File					

Return to Originator:

Note: If box at the right is checked, document receiver is required to return a copy of this transmittal to Document Processing conforming to receipt of all documents listed.	Documents Received By:	
	Date Received:	



# YUROK INDIAN HOUSING AUTHORITY



15540 N. Hwy 101, Klamath, CA 95548 • (707) 482-1506; (800) 281-4749

Contractor info:

YIHA

Project Number

Date:

Page 1 of 1

## CHANGE ORDER NUMBER

Ladies and Gentlemen:

In connection with Contract dated November 3, 2010 for general construction of 3 new homes on Harbor Heights. These change orders authorize the following changes in the work.

- 1.
- 2.

Additions and all items shall be constructed in accordance with the plans and specifications.

Subject to Conditions hereinafter set forth, an equitable adjustment of the Contract Price and the Contract Time is established as follows:

THE ORIGINAL CONTRACT PRICE IS

THE ORIGINAL CONTRACT WITH PREVIOUS CHANGE ORDERS IS

THE CONTRACT CHANGE ORDER # 3 PRICE CHANGE IS

THE NEW CONTRACT PRICE CHANGE IS

AND CONTRACT TIME HAS NOT CHANGED

Dated this

\_\_\_\_\_

Yurok Indian Housing Authority

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ARCHITECT: X \_\_\_\_\_

YUROK TRIBE  
TRIBAL EMPLOYMENT RIGHTS OFFICE  
PRE-AWARD LABOR FORCE PROJECTION FORM



Employer/Supplier Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell # \_\_\_\_\_

Contact: \_\_\_\_\_ RFP/RFB Number: \_\_\_\_\_ Amount of Contract \$ \_\_\_\_\_

Contracting with: Entity/Department \_\_\_\_\_ Date \_\_\_\_\_

THIS IS AN AGREEMENT BETWEEN *THE YUROK TRIBE* AND EMPLOYER FOR CONDUCTING COMMERCE AND EMPLOYMENT ACTIVITY WITHIN THE EXTERIOR BOUNDARIES OF THE YUROK INDIAN RESERVATION *AND YUROK TRIBAL "TERRITORY"*.

**EMPLOYER** hereby agrees to comply with the requirements and procedures for the selection of contractors, sub-contractors and recruitment of viable Indian applicants through TERO.

TERO shall receive notice, in the form of copies of bid forms by awarded prime Employer seeking bids of all sub-contract work to be conducted on the Yurok Indian Reservation. Notice shall be made reasonably in advance of any award, but not later than five (5) days in advance of an award.

The above named employer understands that they are required to comply with the Yurok Tribal Councils TERO *Ordinance* adopted *October 22, 2003*.

**COMPLIANCE INSPECTIONS:** The TERO Officer or other designated Staff shall make periodic or site visitations for assurance to all involved parties that employment rules are adhered to.

**MAINTAINING EMPLOYMENT RECORDS:** Employer shall maintain accurate employment records on all employees and all applicants for employment; regardless of length and category or employment, hired, fired, or laid-off. The files shall reflect: name, address and employment category for which applicant performed or applied to perform. If applicant was contacted but not hired, hired and fired, all data should reflect action taken by that firm. Such informational records shall be made available to the TERO Officer, upon reasonable notice.

YUROK TRIBE  
TRIBAL EMPLOYMENT RIGHTS OFFICE  
PRE-AWARD LABOR FORCE PROJECTION FORM

**ASSISTANCE:** If an Employer deems that an Indian employee's performance is such that he or she is jeopardizing and endangering job loss, suspension, or termination, Employer may contact TERO to provide assistance toward resolving of that issue.

**EMPLOYMENT POLICIES AND PROCEDURES:** It is further understood that Employer recognizes that its operations are taking place within a unique cultural setting on the Yurok Indian Reservation. Accordingly, all firms in conjunction with the TERO Officer should consider seriously Tribal Holidays and ceremonial customs; and to accommodate those Indian employees requesting certain leave of absences for religious purposes.

*\*This form must be completed and filed with the TERO. Attach additional sheets if necessary.*

Briefly describe the basic tasks and types of work to be performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list types of skills and categories which will be required towards performing said contract:

- |          |           |
|----------|-----------|
| 1. _____ | 7. _____  |
| 2. _____ | 8. _____  |
| 3. _____ | 9. _____  |
| 4. _____ | 10. _____ |
| 5. _____ | 11. _____ |
| 6. _____ | 12. _____ |

YUROK TRIBE  
TRIBAL EMPLOYMENT RIGHTS OFFICE  
PRE-AWARD LABOR FORCE PROJECTION FORM

Indian Preference shall be accorded at every Tier Level. Please list the names and positions of your Core Crew. (Key staff). (Core Crew members are the vitally needed Supervisors that you depend on every day). All other persons needed on this job will go through the TERO Skills Bank.

NAME	JOB TITLE
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

**Note:**  
*(Please utilize as many sheets as necessary for explaining your on-site employment related projection)*

CONDITIONAL LIEN RELEASE

(TO BE FULLY COMPLETED AND SUBMITTED WITH EACH REQUEST FOR PAYMENT FOR WHICH A PAYMENT IS REQUESTED FOR WORK OR MATERIALS OF A SUBCONTRACTOR OR SUPPLIER).

Under a prime construction contract between the \_\_\_\_\_ herein known as "Owner" and \_\_\_\_\_ herein known as "Contractor" as prime contractor, for the project \_\_\_\_\_

\_\_\_\_\_ herein known as "Subcontractor/Supplier" has entered into an agreement with the Contractor to furnish work, labor, services, equipment, materials and/or supplies in consideration for the project. For the month of \_\_\_\_\_, 2\_\_\_\_, the Contractor has requested payment of \$ \_\_\_\_\_ from the Owner. For all consideration furnished or provided by the Subcontractor/Supplier, a check from Contractor in the sum of \$ \_\_\_\_\_ payable to Subcontractor/Supplier is requested and, when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective for and on behalf of itself and all parties claiming in or through Subcontractor/Supplier and/or its heirs, successors and assigns, does hereby waive, release and discharge the Contractor and the Owner and the real property which is the subject of the said project and all the improvements thereon from all causes of action, claims, suits, debts, accounts, liens, mechanics liens, damages, encumbrances, judgments, and demands whatsoever in law or equity arising from or connected with all consideration furnished by the Subcontractor/Supplier to or for Contractor or Owner during and/or for the said month for or on the said project under the above prime contract and/or subcontract.

Subcontractor/Supplier further agrees that within 30 calendar days of the executed date of this Conditional Release, the Subcontractor/Supplier will execute the attached Unconditional Lien Release if the above payments are duly made. If the payments are not made, the Subcontractor/Supplier shall inform Contractor and Owner, in writing, of the payment default.

I declare under penalty of perjury that I am the duly acting and authorized representative of Subcontractor/Supplier, that I am fully authorized to execute this Conditional Lien Release on behalf of Subcontractor/Supplier and that the above statements are true and correct to the best of my knowledge, information and belief.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
(Name of Company)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name of Authorized Representative)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Phone Number)

UNCONDITIONAL LIEN RELEASE

(TO BE FULLY COMPLETED AND SUBMITTED WITH EACH REQUEST FOR PAYMENT FOR WHICH A PAYMENT IS REQUESTED FOR WORK OR MATERIALS OR A SUBCONTRACTOR OR SUPPLIER.)

Under a prime construction contract between the \_\_\_\_\_ as Owner and \_\_\_\_\_ as prime contractor, for the construction of a project known as \_\_\_\_\_ has entered into a subcontract with the Contractor to furnish work, labor, services, equipment, materials, and/or supplies ("Consideration") for the said project. For the month of \_\_\_\_\_, 20\_\_\_\_, the Subcontractor has requested payment of \$ \_\_\_\_\_ from the Contractor for all Consideration furnished or provided by Subcontractor for and during said period and for the above project.

For and in consideration of payment by the Contractor to the Subcontractor of the said sum of \$ \_\_\_\_\_ previous and unconditional receipt of which is hereby acknowledged by Subcontractor, for and on behalf of itself and all parties claiming in or through Subcontractor and/or its heirs, successors and assigns, does hereby waive, release and discharge the Contractor and IHA and the real property which is the subject of the said claims, suits, debts, accounts, liens, mechanics liens, damages, encumbrances, judgments, and demands whatsoever in law or equity arising from or connected with all Consideration furnished by Subcontractor to or for the Contractor or IHA during and/or for the said month for or on the said project under the above prime contract and/or subcontract.

Subcontractor hereby further certifies and warrants that it has fully paid for all work, labor, services, equipment, materials, and/or supplies provided by others to Subcontractor under any subcontract or supplier's agreement for the consideration furnished by Subcontractor to the Contractor for the said project for the said month.

I declare under penalty of perjury that (1) I am the duly acting and authorized \_\_\_\_\_ of Subcontractor, (2) that I am fully authorized to execute this Unconditional Lien Release on behalf of Subcontractor and (3) that the above statements are true and correct to the best of my knowledge, information and belief.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_

Signature

GUARANTEE FORM

TO BE COMPLETED BY ALL SUBCONTRACTORS  
AND THE GENERAL CONTRACTOR

(SUBMIT IN DUPLICATE)

PROJECT \_\_\_\_\_

LOCATION \_\_\_\_\_

GUARANTEE FOR \_\_\_\_\_

We hereby guarantee that the \_\_\_\_\_  
at \_\_\_\_\_  
which we have installed in the above project for a period of \_\_\_\_\_  
year(s) in accordance with the guarantee period required in the Contract  
Documents and Specifications.

We agree to repair or replace any or all such work, together with any  
other work which may be displaced in so doing that may prove defective  
in workmanship or materials, within the period of \_\_\_\_\_ year(s)  
from the date of the Certificate of Completion, in accordance with the  
General Conditions, without expense whatsoever to the Owner, ordinary  
wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions  
within fifteen (15) days after being notified in writing, we collectively or  
separately do hereby authorize said Owner to proceed to have the defects  
repair and made good at our expense and will pay the costs and charges  
therefrom immediately upon demand.

DATE \_\_\_\_\_

SUBCONTRACTOR'S SIGNATURE \_\_\_\_\_

CONTRACTOR'S SIGNATURE \_\_\_\_\_

PROTOCOL FOR INADVERTANT DISCOVERY OF CULTURAL RESOURCES  
BY YUROK INDIAN HOUSING AUTHORITY STAFF AND CONTRACTORS

(January 2009)

What is a "cultural resource site"? Any cultural feature (burial, housepit, rock alignment, prayer seat, rock art, midden soils, building foundation, collapsed cabin, mining ditch, old can dump, etc.) or 3 or more spatially associated artifacts (chert or obsidian flakes, projectile points, pestles, mortars, shell or glass beads, old cans, bottles, ceramics, etc.) that appear to be older than 50 years of age, representing a location where human activities occurred in the past. When you make a discovery, the first thing you need to determine is whether it likely constitutes a "site" or an "isolated find."

What is an "isolated find"? On occasion, you may find a single artifact such as an arrowhead or a chert flake or an old saw blade, or a "manuport" (a cobble found in a setting where it would not occur naturally, implying it was transported by a human to that locale). While its location helps us understand past human activities (mapping of isolated finds can indicate old trail routes), isolated finds are not as important to manage as cultural resource sites. It is required that you notify the Housing Authority about the location and description of the isolated find, however, the stop-work order described below does not apply. *Work should proceed with caution in the vicinity of an isolated find, since additional cultural materials may be present.* You should not take or keep the find in compliance with the Housing Authority's "no collection policy."

If you discover a cultural resource while working on a Yurok Indian Housing Authority field project, either as an employee of or contractor to the Authority, the following procedures must be followed. *Violation of this protocol may lead to disciplinary action, termination, and/or prosecution under applicable laws.*

Discovery and Notification Procedures

Step 1. Immediately stop ground-disturbing activities in the immediate area of the discovery.

Step 2. Establish a reasonable protective barrier (marked by flagging tape) around the cultural resource site, where ground-disturbing activities are temporarily suspended.

Step 3. Carefully examine the vicinity of the discovery to determine if it likely constitutes a "cultural resource site" or an "isolated find" (defined above), and to ascertain the nature, type, quantity and extent (area and depth) of the cultural materials so this information can be effectively communicated. Adjust the size of the marked exclusion barrier zone accordingly.

Step 4. Immediately report the discovery of a "cultural resource site" to the Yurok Indian Housing Authority Office (707) 482-1506.

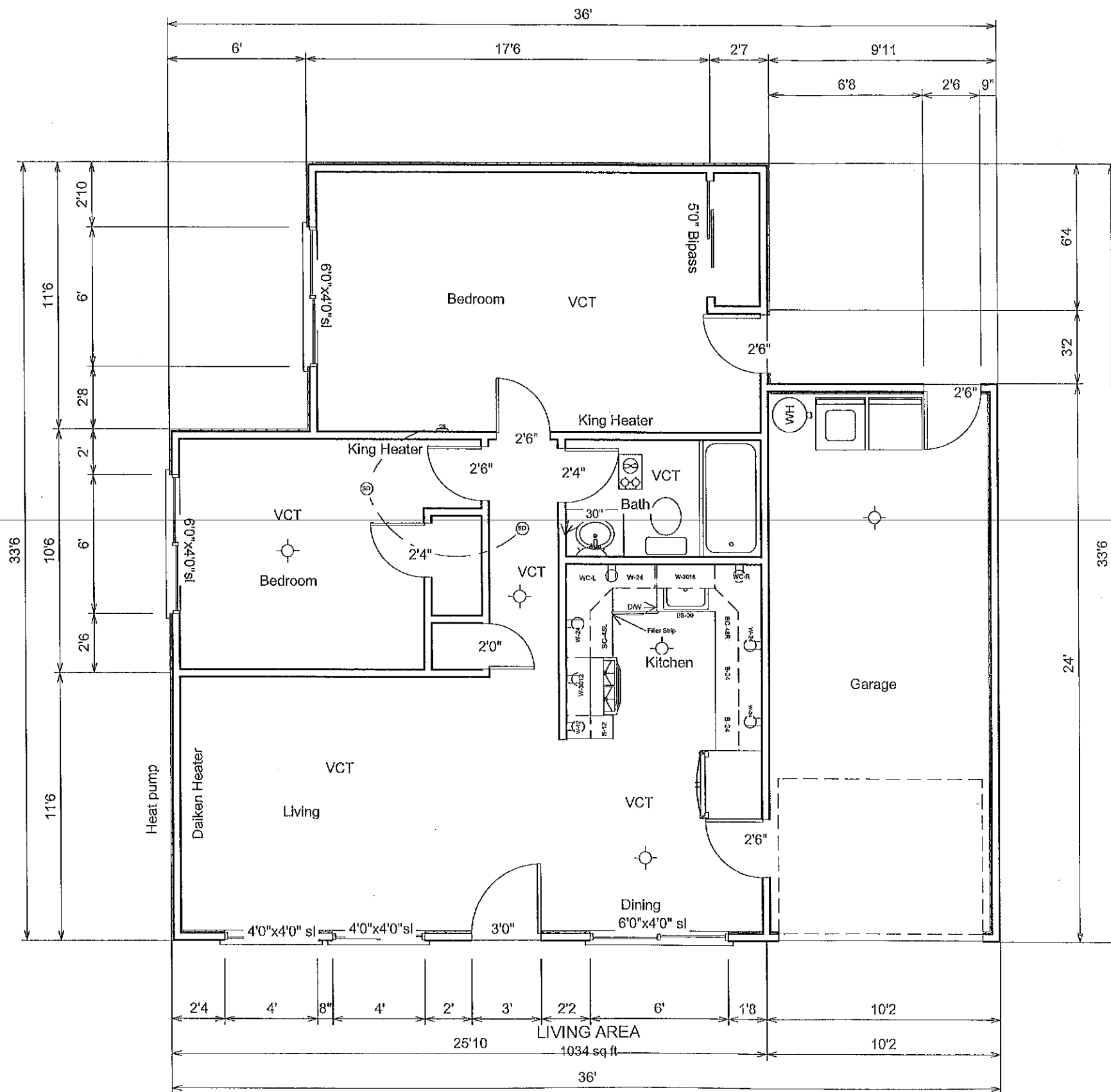
Step 5. Ground-disturbing activities within the marked protective barrier around the discovery are prohibited until notification from Housing Authority staff. Ground-disturbing activities outside this barrier may continue with caution.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date



Yurok Indian Housing Authority  
 APN 520-071-11  
 12081 Hwy 101  
 Orick, Ca. 95555  
 Existing Interior Remodel  
 Date: 08/26/11

Scale 3/16=1ft.