

# YUROK INDIAN HOUSING AUTHORITY



15540 N. Hwy 101, Klamath, CA 95548-9351 Phone: (707)482-1506; (800)281-4749; Fax: (707)482-3117

## Addendum No.1

### YUROK INDIAN HOUSING AUTHORITY'S TRAILER DEMO PROJECT

Yurok Indian Housing Authority  
15440 North US Highway 101  
Klamath, CA 95578

June 6, 2011

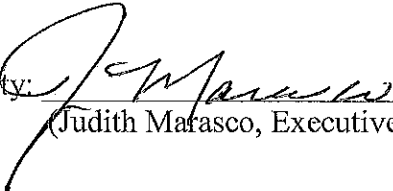
The Purpose of this Addendum is to modify and clarify the Contract Documents. This Addendum shall become part of said Contract Documents.

#### ITEM 1

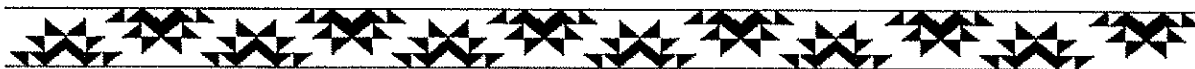
Extend the bid date and opening from 2:00 p.m. local Pacific time on Thursday, June 9, 2011, until 2:00 p.m. local Pacific time on Thursday, June 16, 2011.

A Contractors' License Classification of "A" or "C-21" can bid on this project.

Dated: 6/6/11 Project Manager:   
(Leonard LaFazio, Project Manager)

Dated: 6-6-11 Yurok Indian Housing Authority:   
(Judith Marasco, Executive Director)

# 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 (YHIA), hereinafter called the OWNER, is seeking a Request for Bids from qualified Indian Enterprises and non-Indian contractors for the "**Trailer Demo Project**". The project consists of two (2) approximately 12'x60' single wide trailers houses plus additions, attachments and/or coverings. The homes are in located in: Klamath, and Hoopa, Ca. The scope of work will include, but not be limited to the deconstruction, salvage, demolition and removal of the homes from their sites, as well as, the cleanup of all debris from each site.

**Quotes will be accepted by fax or mail, or delivery** until 2:00 p.m. local Pacific time on Thursday, June 9, 2009, at the Yurok Indian Housing Authority office, 15540 US HWY 101 North, Klamath, CA, then at said office, publicly opened and read aloud, bids must be marked clearly "Trailer Demo Project".

Interested bidders may request a schedule to review the site 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 the list of documents required 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 contractors' behalf. Davis-Bacon Wage Rates apply and must be paid to all employees on this project, certified wage reports will be required with all pay request. 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). Copies of the disposal and recycling receipts will be required with the final pay request to insure of proper disposal of these homes.

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 C-21 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 "Trailer Demo Project" and is within the service area of the Yurok Indian Housing Authority. This project consists of the complete salvage (recycle) and disposal of two (2) trailers and all building components thereof. One home is located in Hoopa, Ca. and consists of an approximate 12'x60' trailer with a 10'x40' addition off of the side of the home. This trailer sits under a covered roof structure approx. 23'x 60' made up of post and beam construction supporting the roof system (trusses, plywood sheathing and the metal roof), as well as a covered porch with a ramp to the entry of the home.

The second trailer is located in Klamath, Ca. and is a single wide approximately 12'x 60' with an 8'x24' bump out for living and laundry room addition with a covered back porch, a ramp to the front covered porch/entry area

All utilities and services to and from the homes are to be properly disconnected and protected at their main source; i.e.; the power disconnected at the pole/ panel; water at the meter/well, septic capped at inlet to the tank etc.

OSHA Standards for the Construction Industry (subpart T demolition; sections 1926.850 through 1926.860) safety rules for deconstruction and demolition are applicable to this project, as well as a California license classification of C-21 for demolition.

**Quality Assurance:**

- A. The contractor shall communicate his/her intentions to YIHA a minimum of one week in advance of any actions; i.e., start of project, after the notice to proceed has been given.
- 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 other items, or equipment not specifically described, but necessary for the safe and proper salvage and disposal of the homes in order to complete this project.
- D. Remove all items from the home prior to the deconstruction of the homes; appliances, stove, water heater, furnace etc. per the manufactures recommendations.
- E. Codes that apply, ICC, CBC, UPC, UMC, NEC. CAL/OSHA
- F. Contractor must visit the sites prior to submitting a bid. A YIHA staff member will be available to discuss project specifications at each of the sites.

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.

**Demolition:** There is to be no disposal or debris left on the job sites, any materials that can be recycled if at all possible should be; the remainder will be disposed of properly. Copies of landfill and recycling receipts must be submitted with final pay requests. When complete the sites (affected areas) are to be clear of all debris, fine graded and inspected and approved by a housing authority representative.

**Damage/Caution:**

- 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 demolition procedures to be used in accordance with CAL/OSHA and the OSHA Standards for the Construction Industry.

**Project Addresses:**

190 Starwein rd. Klamath, Ca and Highway 96, North of Hoopa, CA:

The contract will be awarded to the lowest responsible bidder whose proposal conforms to the 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:

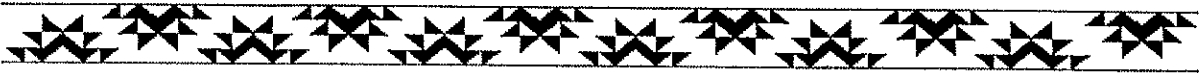
1. A Signed Bid Form
2. Indian Preference-If claiming, the Contractor must be certified by TERO Yurok Tribe
3. Notarized Non-Collusive Affidavit (if contract exceeds \$50,000.00)
4. TERO-Labor Force Projection Form
5. Copy of Contractor's California License required performing the work of this contract.
6. Current IRS W-9 Completed form.
7. Current auto, liability and worker's comp. insurance policies

YUROK INDIAN HOUSING AUTHORITY

\_\_\_\_\_  
Judith Marasco, Executive Director

\_\_\_\_\_  
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 # 1063 and Client #110

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
Salvage and Demo Klamath Unit	\$ _____	\$ _____	\$ _____
Salvage and Demo Hoopa Unit	\$ _____	\$ _____	\$ _____
Disposal fees Klamath Unit	\$ _____	\$ _____	\$ _____
Disposal fees Hoopa unit	\$ _____	\$ _____	\$ _____
Profit & Overhead	\$ _____	\$ _____	\$ _____
TERO FEE 3%	\$ _____	\$ _____	\$ _____
TOTALS	\$ _____	\$ _____	\$ _____

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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 informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

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

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

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

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

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

#### 10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. 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) 512-2160.

(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**

# 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 his 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 his 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)

YUROK INDIAN HOUSING AUTHORITY  
Earning Codes List

Earning Code	Title	Expense Account	DB w/Benefits Old Amount	Journeyman Tribute 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	18.50	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 gunite	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 ROOFER	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 G	DB-POWER EQUIP OPERATOR G	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

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INDIAN PREFERENCE

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

The Factor "X" is determined as follows:

When the lowest responsive bid is less than \$100,000	10% of that bid
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000	9% of that bid
At least \$200,000 but less than \$300,000	8% of that bid
At least \$300,000 but less than \$400,000	7% of that bid
At least \$400,000 but less than \$500,000	6% of that bid
At least \$500,000 but less than \$1 million	5% of that bid
At least \$1 million but less than \$2 million	4% of that bid
At least \$2 million but less than \$4 million	3% of that bid
At least \$4 million but less than \$7 million	2% of that bid
\$7 million or more	1% of the lowest responsive bid with no dollar limit.

Also reference HUD 5369 Section 12 and HUD 5369-A Section 8

END OF SECTION

**Instructions for Preparation of form HUD-51000**

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
  - a. **Heading.** Enter all identifying information required for both forms.
  - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
    - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
    - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
  - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
  - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
  - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
  - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
  - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
  - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

**Master List of Items**

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		<b>Site Improvements</b>
2	General Conditions <sup>1</sup>	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	<b>Structures</b>	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		<b>Equipment</b>
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		<b>Punch List <sup>2</sup></b>
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

<sup>1</sup> General Conditions should be 3% to 5% of contract amount.

<sup>2</sup> Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

# Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-0157  
(exp. 12/31/2011)

Submit original and one copy to the Public Housing Agency.  
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 hours 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 conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
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Location of Project	Project Number
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Name of Contractor	Contract Number
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Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)	\$
--	----

**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)		\$ _____
Computation of Balance Due this Payment		
5. Value of Original Contract work completed to date (from other side of this form)		\$ _____
Completed Under Approved Change Orders		
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)		\$ _____
Value of Materials Properly Stored		
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)

# Schedule of Change Orders

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

OMB Approval No. 2577-0157  
(exp. 12/31/2011)

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 conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
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Location of Project	Project Number
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Name of Contractor	Contract Number
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Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
<b>Totals</b>		\$	\$	\$

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







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)*