



BIDDING DOCUMENTS

Presented By: Northern Circle Indian Housing
Authority

BRIEF DESCRIPTION

3 Unit Home Replacement on the Hopland
Rancheria in Hopland, CA. 95449

Moriah McGill

Bids Due Friday, April 29, 2022 at 1pm
Northern Circle Indian Housing Authority
694 Pinoleville Drive
Ukiah, CA. 95482

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NOTE: THE NORTHERN CIRCLE INDIAN HOUSING AUTHORITY WILL IMPLEMENT AND ADMINISTER THIS CONTRACT. THE CONTRACTING OFFICER IS ELIZABETH ELLIOTT, NCIHA EXECUTIVE DIRECTOR.

SECTION I
REQUEST FOR BIDS

The Northern Circle Indian Housing Authority (herein called the “Owner”) will receive bids from qualified firms and enterprises to complete work that consists of **demolition of existing units, manufacturing of replacement homes, permanent setting of replacement homes and related connection to utilities**. The project located on the Hopland Band of Pomo Indians Reservation. **Bids will be opened at 1 p.m. on Friday, April 29, 2022 at the Northern Circle Indian Housing Authority** 694 Pinoleville Drive, Ukiah, CA. 95482. All bids must be in sealed envelopes addressed to the attention of the Construction Department and should state “Bid documents are only to be opened by the Construction Department.”

Bids shall be made on the forms provided in bid packet.

Bona fide bidders may obtain copies of the bid packet at the Northern Circle Indian Housing Authority. Copies of the bid packets (hard copy or digital) will be distributed upon request. Contact Northern Circle Indian Housing Authority at 707.468.1336, contacting Moriah@nciha.org or by visiting our website at www.nciha.org

A mandatory prebid conference will be held on Wednesday, April 13, 2022 at 11am onsite at 13000 Nokomis Road, Hopland, CA. 95449. Contact Moriah McGill at 707.367.0473 or moriah@nciha.org to RSVP. Bidders are *highly encouraged* to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract. In no event will a failure to inspect constitute grounds for withdrawal of a bid after opening or constitute grounds for a claim after contract award.

Competition in this bid solicitation will be open to all qualified bidders. However, if a responsive bid is received from at least one qualified Indian Organization or Indian-owned economic enterprise and this bid is within four (4) percent of the bid of the lowest responsible bidder, the contract will be awarded to the Indian organization or Indian-owned economic enterprise. The term “Indian-owned economic enterprise” means any Indian-owned commercial, industrial, or business activity established and organized for the purposes of profit in which the Indian ownership constitutes not less than 51 percent. **Bidders claiming Indian preference will be required to submit at time of bidding a completed questionnaire that is included in bid documents titled “Instruction to Bidders”.**

In order to bid and perform public work, the bidder and subcontractors shall hold or obtain such licenses as required by State Statutes, and federal and local laws and regulations.

Contract award or proposal rejection will occur within fifteen (15) days after proposal opening. The intent is to award the project to the bidder that will result in a total cost to the Owner, which is within its budget. Bids meeting all of the bid requirements included

herein shall be considered for award, subject to Owner's discretion to waive any informality or irregularity. In the event that the lowest bidder is not awarded a contract, a dissenting contractor has 48 hours in which to file a written complaint. The Contractor shall have fifteen (15) days from the issuance of the Notice of Award to obtain the required bond (if applicable) and insurance, as specified hereinafter and be prepared to execute the Agreement.

Bids will be opened on **Friday, April 29, 2022 at 1 p.m.** Bids may not be withdrawn for a period of 60 days following the opening of bids without the consent of the Owner. *NCIHA reserves the right to extend the bid opening for any reason.*

The Work will be completed in all respects within **120 days beginning on the date a Notice to Proceed is issued to the contractor awarded the contract.**

Award of this contract is subject to a determination by the U.S. Department of Housing and Urban Development (HUD) that the contractor is eligible to contract for federally funded activities.

Northern Circle Indian Housing Authority
Name of Owner

By : Elizabeth Elliott, NCIHA Executive Director
Date : March 30, 2022

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Exhibits:

- (A) Bid Form
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- (N) Indian Enterprise Qualification Statement

ATTACHMENTS K-M WILL BE DISTRIBUTED TO AWARDED CONTRACTOR

- (K) Construction Contract
- (L) Notice to Proceed
- (M) Request for Acceptance of Subcontractor

INSTRUCTIONS TO BIDDERS

I. BID FORM

A. All bids must be submitted on forms furnished by the Owner and shall be subject to all requirements of the specifications and drawings. One original bid form shall be signed and submitted. The following documents constitute a complete bid and are required to be submitted to form a responsive bid:

- (1) Bid Form (Exhibit A)
- (2) Bid Guarantee (Section 3)
- (3) Material and Labor Cost Breakdown (Upon award of Contract)
- (4) Form of Non-Collusive Affidavit (Exhibit D)
- (5) Contractor's Questionnaire (Exhibit E)
- (6) The bid package must include a statement identifying any union affiliations. If union affiliations do not exist, please state.

B. The bid documents shall be sealed in an envelope which should be clearly labeled with the words, "**Bid Documents are only to be opened by the Construction Department**" and show the project identification, name of bidder, and date and time of opening.

2. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the specifications and drawings. Every request for an interpretation shall be made in writing and any inquiry received ten or more days prior to the date fixed for opening bids will be given consideration.

Interpretations will be in the form of addenda which will be on file in the offices of the Northern Circle Indian Housing Authority (NCIHA) at least seven days before bids are opened. In addition, addenda will be mailed to each bidder and they shall become a part of the contract and all bidders shall be bound by such addenda whether or not received by the bidders. Any reference to the masculine gender in the contract documents includes the feminine and vice versa. Any reference to days shall be interpreted to mean calendar days.

3. BID GUARANTEE

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

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

4. NON-COLLUSIVE AFFIDAVIT

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

5. BIDDER'S CONSTRUCTION EXPERIENCE

Before a bid is considered for award, the bidder may be requested by the NCIHA to submit additional information regarding his previous experience in performing comparable work, his business and technical organization, and financial resources. If a bidder is claiming Indian Preference, he must submit a Questionnaire/Statement (Exhibit N) to the NCIHA in bid package at the time of the bid opening. This Questionnaire/Statement must include or have attached all exhibits. "Exhibit N" attached includes:

- A. Whether he is seeking Indian Preference as a bidder;
- B. Evidence showing fully the extent of Indian ownership/control and interest in the enterprise;
- C. Evidence of structure and financing of the enterprise, major subcontracts and purchase agreements and management and profit-sharing arrangements, including evidence showing the effect of all these on the extent of Indian ownership and interest;
- D. A demonstration that the bidder has the experience and capability for timely completion of the contract work;
- E. A current financial statement indicating financial status of the enterprise;
and
- F. Current resumes of principals of the firm or company who will be active in the supervision of the work. (see Exhibit E).

6. TIME FOR RECEIVING BIDS

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

B. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

7. OPENING OF BIDS

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

8. WITHDRAWAL OF BIDS

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

9. AWARD OF CONTRACT: REJECTION OF BIDS

A. The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids and Instructions to Bidders, provided the bid is reasonable and it is

in the interest of the NCIHA to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The NCIHA, however, reserves the right to reject any and all bids and to waive any informality or irregularity in bids received whenever such rejection or waiver is in the interest of the NCIHA.

B. The NCIHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are on lists of contractor's ineligible to receive awards from the United States, as furnished from time to time by the U. S. Department of Housing and Urban Development (HUD). The current list of ineligible contractors is available for inspection by prospective bidders at the offices of HUD, Region IX, Office of Indian Programs or on the "Excluded Parties Listing System" at www.sam.gov.

C. The NCIHA also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material, men or employees.

D. The ability of a bidder to obtain a performance and payment security in Owner's sole discretion may not be regarded as the sole test of such bidder's competency or responsibility.

10. EXECUTION OF CONTRACT, PERFORMANCE AND PAYMENT SECURITY

Subsequent to the award of the contract and within ten days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the NCIHA a contract in the form furnished in such number of counterparts as the NCIHA may require. **Having satisfied all conditions of the award, as set forth elsewhere in these documents, the successful bidder shall, with the approval of the NCIHA, present with the contract one of the following:**

A. Performance and Payment Bond

(1) The bond must be in a penal sum of at least the full amount of the contract as awarded and secure the faithful performance of the contract and the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bond shall bear the same date as, or a date subsequent to, the date of the contract.

(2) On each bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond. The bond shall be in the form of Exhibit F.

(3) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the project is located.

B. Letter of Credit

The contractor shall furnish (1) a Letter of Credit for one hundred percent (100%) of the total contract price, and (2) a Completion Assurance Agreement. The Letter of Credit shall read as Exhibit G. The Completion Assurance Agreement shall read as Exhibit H. The Letter of Credit shall be irrevocable and unconditional and shall be payable to the NCIHA according to its provisions and the provisions of the Completion Assurance Agreement. The Letter of Credit shall be interpreted and used in conjunction with the Completion Assurance Agreement. The Letter of Credit shall be on bank letterhead and signed by an officer of the bank legally authorized to execute it. The Completion Assurance Agreement shall be signed by the contractor and the NCIHA.

C. Cash Deposit

The contractor shall establish in a bank acceptable to the NCIHA an account in the name of the NCIHA of not less than twenty percent (20%) of the contract amount.

This account shall be in the form of Certificates of Deposit or other interest-bearing accounts. The contractor

shall provide evidence of this account in the form of a letter from said bank to the NCIHA agreeing to the terms of this procedure, along with such Certificates of Deposit or Deposit Acknowledgments as are applicable. This letter shall be on bank letterhead and signed by an officer of the bank legally authorized to execute it. The letter shall read as Exhibit I. The account will be administered in accordance with the terms of the letter evidencing it and a Completion Assurance Agreement (see Exhibit H).

There shall be retained, from each partial payment under the construction contract (see Section V Other Conditions, Subpart 27(f)), ten (10) percent of the estimated amount of such payment until 50% of the contract is completed. After which, NCIHA shall lower retention to five (5) percent if the work completed and the contractor's performance are satisfactory to Owner. The failure of the successful bidder to execute the contract and to supply the required performance and payment security within ten days after the prescribed forms are presented for signature, or within such extended period as the NCIHA may grant, shall be grounds for the NCIHA to either award the contract to the next lowest responsible bidder or re-advertise for bids. In such event, the NCIHA may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

11. INDIAN PREFERENCE

Attention is called to the Indian Preference provisions of the contract, set forth in the Indian Preference section of the Invitation for Bids.

1. The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)) (the Indian Act). Section 7(b) requires that, to the greatest extent feasible:
 - a. Preferences and opportunities for training and employment shall be given to Indians; and
 - b. Preferences in the award of contracts and subcontracts shall be given to Indian Organizations and Indian-Owned economic enterprises.
2. The parties to this contract shall comply with the provisions of section 7(b) of the Indian Act.
3. In connection with this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontract to Indian Organizations and 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 they execute 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.

12. EQUAL EMPLOYMENT OPPORTUNITY

A. Attention is called to the Equal Employment Opportunity provisions of the Contract (Section 39 of the General Conditions) and the requirements for affirmative action by the Contractor thereunder.

B. A Certification of Non-Segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. Such a certification is printed on the bid form (Exhibit A) and is deemed executed by submission of the bid.

C. The contractor must also provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$ 10,000 and are not exempt from the provisions of the Equal Opportunity clause:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

- (1) A Certification of Non Segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(2) Contractors receiving subcontract awards exceeding \$ 10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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

13. PRECONSTRUCTION CONFERENCE

Within ten calendar days of contract execution and prior to the commencement of work, the contractor or his representative and all known subcontractors shall attend a Pre-construction Conference with the Owner and/or his representative. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed and will inform the contractor and subcontractor in detail of their obligations under Indian preference, equal employment opportunity, and labor standards provisions, if applicable.

14. TAXES

The Tribal Government has in effect a **7.875% sales tax on all materials and fixtures used in construction projects on this Rancheria**. Under the terms of the contract state sales tax does not apply to materials and fixtures used in this project.

The state sales tax exemption, however, depends on the contract term that separately states the sales price of materials to be used in the project, exclusive of the charge for installation and that title to the materials transfers to NCIHA upon their delivery to the rancheria.

Bidders must also include in all of their subcontracts the following provisions:

1. The total sales price of the materials to be used in performing the Subcontracts is \$ _____, exclusive of the charge of installation.
2. Title to all materials to be used in this project shall transfer to the NCIHA at the time of delivery to the job-site and prior to the time the materials are installed by the Contractor or any subcontractor. The NCIHA shall have no obligation to pay for materials furnished under this Subcontract or the Prime Contract until they have been delivered to the job site with title thereto passing upon delivery.
3. As used in this Subcontract, the term "materials" has the same meaning as provided in 18 California Code of Regulations ("CCR") 1521 (a) (4).

The exemption from state sales tax on materials and fixtures also depends on the use by the Contractor and all Subcontractors of a seller's permit and the execution of a resale certification at the time materials are purchased by the Contractor and all Subcontractors. The Contractor must assure that all Subcontractors use seller's permits and execute resale certificates when acquiring materials for use in this project. (See State Board of Equalization ("SBOE") Publication No. 146, p. 30, available at <http://www.cdtfa.ca.gov/formspubs/pub146.pdf>.)

The NCIHA will not assume any responsibility for state sales tax liability of any Contractor or Subcontractor who fails to obtain and use a seller's permit and to execute a resale certificate in connection with purchasing all materials and fixtures intended for resale to the NCIHA for use in this project.

In addition, in order to assess the Tribal sales tax, all partial payment requests submitted by Contractor

must include invoice showing the total cost of materials covered by the request. Under Tribal sales tax regulations, if invoices are not provided, the tribal taxing authority can estimate the tax on the best information available to it

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

EXHIBIT A
Page 1 of 2
FORM OF BID

PROJECT NO: **HO 01-22**

PROJECT NAME: Hopland Home Replacements Project

TO THE: Northern Circle Indian Housing Authority
(OWNER)

The Northern Circle Indian Housing Authority:

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

:

- a. The sum of _____ dollars () for materials, exclusive of the charge for installation; and
- b. The sum of _____ dollars () for all other costs to complete the Work in accordance with the Contract Documents, including the cost to install materials, labor, fixtures, overhead and profit.
- c. The total contract includes items "a" and "b", above, _____ dollars ()
- d. For subsections 1 and 2, include costs for Alternate No. 01
 - 1. The sum of _____ dollars () for materials, exclusive of the charge for installation; and
 - 2. The sum of _____ dollars () for all other costs to complete the Work in accordance with the Contract Documents, including the cost to install materials, labor fixtures, overhead and profit

2. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of this bid is mailed, delivered electronically or delivered to the undersigned within thirty days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required performance and payment security within ten (10) days (or within a time period as the Owner may grant) after the contract is presented to him for a signature.

EXHIBT A
Page 2 of 2

3. Security in the sum of _____ dollars

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

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

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

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

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

Date: _____

(Name of Bidder)

Official
Address: _____

By: _____ Title: _____

Phone: _____ Fax: _____

EXHIBIT B

(Bank Letterhead)

**BID SECURITY
IRREVOCABLE LETTER OF CREDIT**

Dear _____:

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

Such drafts must be accompanied by the following document:

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

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

This Letter of Credit is irrevocable and shall be in full force and effect until notification in writing is received from you that a contract for Project No. **HO 01-22** has been awarded and executed, whereupon this Letter of Credit shall automatically be canceled.

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

Sincerely yours,

President

**EXHIBIT C
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, PRINCIPAL, and as SURETY, are held and firmly
bound unto herein called the "Owner" in the penal sum of \$_____, lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted this
accompanying bid, dated _____,
_____, for _____

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

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

Principal

Name and Title
(Signatures must be notarized.)

Name and Title

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

**EXHIBIT D
FORM OF NON-COLLUSIVE AFFIDAVIT
AFFIDAVIT**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of an affiliate or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project No.: **HO 01-22**

Location: **Hopland Band of Pomo Indians Reservation, Mendocino County, California**

Signature

Name and Title

Date

(Signature should be notarized.)

**EXHIBIT E
CONTRACTOR QUESTIONNAIRE**

NAME _____

SOCIAL SECURITY NUMBER _____

D.B.A. _____

STREET ADDRESS _____

CITY _____ TELEPHONE _____

STATE LICENSE NO. _____ TYPE _____

BANK REFERENCES: _____

LIST THREE MOST APPLICABLE PROJECTS OF LIKE NATURE DURING THE LAST 3 YEARS. LIST CONSTRUCTION JOBS BY NAME, ADDRESS, CONTACT PERSON AND PHONE NUMBER. PROVIDE THIS INFORMATION ON AN ATTACHED PIECE OF PAPER

HOW LONG IN BUSINESS? _____ HOW MANY EMPLOYEES? _____

ARE YOU AN EQUAL OPPORTUNITY EMPLOYER? _____

ARE YOU ELIGIBLE TO PERFORM FEDERAL GOVERNMENT WORK? _____

NAME AND ADDRESS OF INSURANCE CARRIER:

Conflict of Interest: Are you or any member of your family related to (1) any employee of the Owner or member of the governing board of the Owner?

No _____. Yes _____. (2) If yes, please explain relationship:

Signature of License Holder Signature of Company Representative

(if different)

Date _____ Date _____

EXHIBIT F
Page 1 of 3
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

_____, as

PRINCIPAL, and _____, as SURETY, are held

firmly bound unto _____

_____ hereinafter called the

Owner, in the penal sum of _____
(\$ _____), for the payment of which sum we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally.

WHEREAS, Principal has entered into a certain Contract with the Owner, dated _____, a copy
of which is hereto attached and made a part hereof.

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

EXHIBIT F
Page 2 of 3

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

| | |
|-------------------------|-------------------------|
| _____ Principal | _____ Surety |
| _____ name and title | _____ name and title |

(signatures must be notarized.)

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

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

The total amount of premium charge is \$ _____.

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ Secretary of the corporation

named as Principal in the foregoing bond; that _____

_____, who signed the bond on behalf of the Principal, was

then _____ of said corporation; that I know his signature thereto is genuine; and that said bond was fully signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

EXHIBIT F
Page 3 of 3

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND

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

EXHIBIT G
(Bank letterhead)

IRREVOCABLE LETTER OF CREDIT
(Address to Owner)

Dear _____:

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

Such drafts must be accompanied by:

1. Completion Assurance Agreement dated _____ for the project known as Project Number: **HO 01-22**
2. Written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely for the purposes and interests described in the Completion Assurance Agreement.

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

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

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

Sincerely,

President

(cc: Contractor)

EXHIBIT H
Page 1 of 2

COMPLETION ASSURANCE AGREEMENT

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

WITNESSETH

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

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

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

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

1. The Contractor has provided the Owner with an unconditional, irrevocable, Letter of Credit (Fund), issued by a banking institution in the amount of \$_____ to secure and indemnify the Owner for any expense, loss or damage suffered or sustained as a result of any default by the Contractor in the performance of its obligations under the Construction Contract. It is expressly understood and agreed that said Fund shall at all times be under the control of the Owner.
2. All disbursements from the Fund shall be authorized and made by the Owner.
3. The Fund shall be maintained as a separate trust account and may be drawn in increments up to its aggregate amount or the aggregate may be drawn. Any incremental draw will not impair or diminish the right of the Owner to make subsequent draws in any amount(s) up to the aggregate amount of the Fund. The proceeds of a draw may be disbursed as follows:
 - A. To the Contractor during the course of construction to promote the completion of the project, as may be deemed necessary by the Owner.
 - B. To the Owner the entire fund or balance remaining therein in the event of a default by the Contractor under the Construction Contract to be used by the Owner to indemnify it for any loss, damage or expense whatsoever which it may suffer by reason of the Contractor's failure to perform the Construction Contract.
 - C. To the Contractor the balance of such fund remaining after three months from the date of substantial completion, as defined in Section 54 of the General Conditions, but only so long as the Project is free and clear of any liens, claims or encumbrances whatsoever. There shall be withheld from the payment of said balance an amount equal to 2-1/2 percent of the total amount of the Construction Contract, which sum is to be retained in account for a period of fifteen months from the date of substantial completion or for another period less than fifteen months if authorized by the Owner. Said sum shall be

EXHIBIT H
Page 2 of 2

held as a Fund to guarantee against defects in construction due to faulty materials or workmanship or damage to the premises resulting from such defects, which defects or damage become apparent within one year from the date of substantial completion. Said sum may be used for the correction of defects or damage in the event the Contractor fails to make such corrections. The Contractor's liability for such corrections is not limited by the amount of such sum.

4. It is agreed the Contractor may provide a separate unconditional and irrevocable Letter of Credit to satisfy the requirement set forth in paragraph 3C.. above, that **2-1/2 percent** of the total Construction Contract amount, for latent defects, to be retained for fifteen months beyond the date of substantial completion. If such separate unconditional and irrevocable Letter of Credit is provided, it must be delivered to the Owner and made subject to this Completion Assurance Agreement before any balance remaining in the Fund is released to the Contractor or the Fund is canceled.

5. Any other provision of this Agreement notwithstanding, it is understood and agreed that no funds may be disbursed to the Contractor so long as there are any outstanding liens, claims or encumbrances against the project, written notice of which have been received by the Owner. If any such claims, liens and encumbrances have not been removed or resolved, and written notice of such removal or resolution received by the Owner by the date of substantial completion, the Owner may in its sole discretion exercise any of its rights under the Construction Contract General Conditions.

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

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

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

| | |
|---------------------------|---------------------------|
| _____ Contractor | _____ Owner |
| _____ (name and title) | _____ (name and title) |
| Approved by Bank: | Name and Title |
| _____ | _____ |

EXHIBIT I
(Bank Letterhead)
CASH DEPOSIT LETTER

(Address to Owner)

Dear _____:

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

_____ is account has been issued in the name of

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

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

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

Sincerely,

President

EXHIBIT J
Page 1 of 2
COMPLETION ASSURANCE AGREEMENT

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

WITNESSETH

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

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

WHEREAS, the Owner has determined that a cash deposit arrangement would provide sufficient security in lieu of a Performance and Payment Bond.

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

1. The Contractor has provided the Owner with a letter dated _____, from a banking institution evidencing the deposit of funds in an account (Fund) in the amount of \$ _____. The Fund has been established in the name of the Owner to secure and indemnify it for any expense, loss or damage suffered or sustained as a result of any default by the Contractor in the performance of its obligations under the Construction Contract. It is expressly understood and agreed that said Fund shall at all times be under the control of the Owner.
2. All disbursements from the Funds shall be authorized and made by the Owner.
3. The Fund shall be maintained as a separate trust account and may be drawn in increments up to its aggregate amount or the aggregate may be drawn. Any incremental draw will not impair or diminish the right of the Owner to make subsequent draws in any amount(s) up to the aggregate amount of the Fund. The proceeds of a draw may be disbursed as follows:
 - A. To the contractor during the course of construction to promote the completion of the project, as may be deemed necessary by the Owner.
 - B. To the Owner the entire Fund or balance remaining therein in the event of a default by the contractor under the Construction Contract to be used by the Owner to indemnify it for any loss, damage or expense whatsoever which it may suffer by reason of Contractor's failure to perform the construction contract.
 - C. To the Contractor the balance of such Fund remaining after three months from the date of substantial completion, but only so long as the Project is free and clear of any liens, claims or encumbrances whatsoever. There shall be withheld from the payment of said balance an amount equal to 2-1/2 percent of the total amount of the Construction Contract, which sum is to be retained in account for a period of fifteen months from the date of substantial completion or for another period less than fifteen months if authorized by the Owner. Said sum shall be held as a Fund to guarantee against defects in construction due to faulty materials or workmanship or damage to the premises resulting from such defects, which defects, or damage become apparent within one year after date of substantial completion. Said sum may be used for the correction of defects or damage

EXHIBIT J
Page 2 of 2

in the event the Contractor fails to make such corrections. The Contractor's liability for such corrections is not limited by the amount of such sum.

4. It is agreed that Contractor may provide a separate unconditional and irrevocable Letter of Credit to satisfy the requirement, set forth in paragraph 3C.. above, that 2-1/2 percent of the total Construction Contract amount, for latent defects, to be retained for fifteen months beyond the date of substantial completion. If such separate unconditional and irrevocable Letter of Credit is provided, it must be delivered to the Owner and made subject to this Completion Assurance Agreement before any balance remaining in the fund is released to the Contractor or the Fund canceled.

5. Any other provision of this Agreement notwithstanding, it is understood and agreed that no funds may be disbursed to the Contractor so long as there are any outstanding liens, claims or encumbrances against the Project, written notice of which have been received by the Owner. If any such claims, liens and encumbrances have not been removed or resolved, and written notice of such removal or resolution receive by the Owner, by the date of substantial completion, the Owner may in its sole discretion exercise any of its rights under the General Conditions of the Construction Contract.

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

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

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

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

Contractor

Owner

(name and title)

(name and title)

Approved by Bank:

**EXHIBIT K
CONSTRUCTION CONTRACT**

This contract made on _____ ("Effective Date"), by and between _____, herein called the "Contractor", and the Northern Circle Indian Housing Authority, herein called the " Owner". The Contractor and the Owner agree as follows:

Statement of Work

The Contractor shall furnish all labor, material, equipment and services, and perform and complete work required for the construction of Project No. **HO 01-22** consisting of **demolition of existing units, manufacturing of replacement homes, permanent setting of replacement homes and related connection to utilities in strict accordance with the contract documents listed herein.**

Contract Price

The owner shall pay the Contractor for performance of the contract, subject to additions or deductions as provided in the Contract:

- a. The sum of _____ dollars () for materials, exclusive of the charge for installation; and
- b. The sum of _____ dollars () for all other costs to complete the Work in accordance with the Contract Documents, including the cost to install materials, labor, fixtures, overhead and profit.
- c. The total contract includes items 1 and 2, above, _____ dollars ()

Contract Documents

1. Invitation for Bids, Instructions to Bidders, the form of bid, the Bid Bond, the Non-Collusive Affidavit, the requirements for Performance and Payment Security, the form of Construction Contract, General Conditions, any applicable Special Conditions, Specifications, and Drawings (and exhibits and addenda, if any thereto, and on file in the office of the Owner); and

2. The following exhibits, if any, each of which has been initiated by the parties or otherwise appropriately identified: (if none, insert none").

IN WITNESS WHEREOF, the parties hereto caused this Instrument to be executed in three (3) original counterparts as of the day and year first above written.

For the Contractor:

For the Owner:

Northern Circle Indian Housing Authority

By: _____

By: _____

Title: _____

Title: Elizabeth Elliott, NCIHA Executive Director

Business Address:

Business Address

694 Pinoleville Drive
Ukiah, CA. 95482

Telephone: _____

Telephone: 707.468.1336

EXHIBIT L
NOTICE TO PROCEED

Date:

Contractor:

Address:

SUBJECT: **Hopland Home Replacements Project**
Project No. **HO 01-22**

Project Name and Location:
Amount of Contract:

Gentlemen:

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

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

By: _____

By: _____

Title: _____

Title: Elizabeth Elliott, NCIHA Executive Director

License No. _____

Date: _____

Date: _____

**EXHIBIT M
REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR**

Date _____

Project No. **HO 01-22**

TO: _____

In accordance with our prime contract for the **HOPLAND HOME REPLACEMENTS PROJECT** we request acceptance of the following proposed subcontractor to perform work or supply material as indicated below:

1. _____

(Name)

2. Scope of Work: (state kind of work, if labor, material or both, and give Specification Reference)

3. The subcontractor's non-collusive affidavit in the form required by our contract is furnished herewith (original only attached to the original of this request)

4. We warrant that the provisions required by our contract to be inserted in each subcontract will be inserted in this subcontract.

5. We certify that this proposed subcontractor is not ineligible to receive awards of contracts from the United States as evidenced by the list or lists of debarred contractors maintained by HUD.

6. There will be no assignment of interest in this subcontract except as follows (if none, so state):

7. Terms of Payment **Price: \$**

8. Remarks:

(Prime Contractor)

By: _____ Title: _____

ACCEPTANCE OR REJECTION

The proposed subcontractor named above is _____

If accepted, the contracting party giving such acceptance assumes no responsibility in connection with the form or terms of the subcontract nor the performance of the subcontractor and this form *will not be returned*. If rejected, the reason(s) will be briefly stated herein and this form *will be returned* within 10 days after receipt.

Date: _____

(Contracting Officer)

work on time? _____

8. Will any officer or partner listed in #4 be engaged in outside employment?

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

16. What dollar amount of Working Capital is available to your enterprise prior to the start of the contract?
\$

Explain the source of these funds:

17. How will project development bookkeeping and payroll be maintained:

a. By contract with an outside professional accounting firm:

Name: _____

Address: _____ Telephone: _____

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

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

18. Trade Reference (include addresses and phone numbers):

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

20. a. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is a current bona-fide individual who is regularly employed by the contractor in a supervisory or other key position when work is available.
- b. Over the past three years, what has been the average number of employees:
21. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.
22. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.
23. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions hereto-fore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.
24. Attach evidence that the enterprise (or an individual in it) is appropriately licensed for the type of work that is to be performed. Include Federal I.D. Number.
25. Attach a brief resume of the education, technical training, business, employment, design and/or construction experience for each officer, partner or sole proprietor listed in #4. Include references.

NOTES: I. Omission of any information may be cause for this statement not receiving timely and complete consideration.

II. Knowing that the Department of Housing and Urban Development must approve a contract between this enterprise and the Indian Housing Authority, the persons signing below certify that all information in this INDIAN ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.
If applicant is in a Partnership or Joint Venture, all Partners must sign below:

Name _____ Date: _____

Name _____ Date: _____

WARNING: U.5. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5000 or imprisoned not more than two years, or both"

SECTION III INSURANCE REQUIREMENTS FOR CONTRACTORS

THE INSURANCE REQUIREMENTS SET FORTH BELOW ARE REQUIRED UNDER THE ATTACHED CONTRACT.

At his or her expense, the Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
4. Builder's risk insurance on "all risk" basis (including collapse) on a completed value form for full replacement value covering the interests of Contractor and Northern Circle Indian Housing Authority in all work incorporated in and all materials and equipment for the Work. All materials and equipment in any off-site storage location intended for permanent use in the Work, or incident to the construction thereof shall be insured on an "all risk" basis as soon as the same have been acquired by Contractor.

B. MINIMUM LIMITS OF INSURANCE Contractor shall maintain limits no less than:

1. General Liability: \$1, 000,000 combined single limits per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1, 000,000 combined single limits per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by Northern Circle Indian Housing Authority (NCIHA). At the option of NCIHA either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects NCIHA, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's

- a. NCIHA, its officers, officials, employees and volunteers are to be covered as insured as respects; liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to NCIHA, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects NCIHA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by NCIHA, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to NCIHA, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against NCIHA, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for NCIHA.

3. All Coverage's Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to NCIHA.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with an admitted California insurer with an A.M. Best's rating of no less than A- for financial strength, a for long-term credit rating and AMB-1 for short-term credit rating.

F. VERIFICATION OF COVERAGE

Contractor shall furnish NCIHA with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by NCIHA Where by statute, NCIHA's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by NCIHA before work commences. NCIHA reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**SECTION IV
GENERAL CONDITIONS**

INSERTED SEPARATELY

**SECTION V
OTHER CONDITIONS**

SUPPLEMENTARY CONDITIONS TO THE CONTRACT

The following supplements modify, change, delete from or add to the “General Conditions of the Contract – form HUD 5370, OMB 2577-0157” Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1. TRIBAL SALES TAX

The Contractor shall pay a tribal sale and use tax of **7.875%** on all materials and fixtures furnished to Owner under this Agreement by the Contractor or any subcontractor and used in performing the Work under this Agreement. Contractor shall comply with any reasonable rules, regulations or directions of the Tribal Council of the Hopland Band of Pomo Indians (Tribe) and otherwise cooperate with the Tribe in its assessment and collection of the tribal use tax.

Contractor agrees that the Owner may deduct from payments otherwise due Contractor under this Agreement any taxes which are owing to the Tribe, if the Contractor fails to comply with such rules, regulations, or directions.

3. ARCHITECT’S DUTIES, RESPONSIBILITIES, AND AUTHORITY

Paragraph 3 headed **ARCHITECT’S DUTIES, RESPONSIBILITIES, AND AUTHORITY**
Architect’s Duties, Responsibilities and Authority: Replace subsection (a) with the following:

- (a) The Architect for this contract, and any successor or a person acting in lieu of the architect, shall be designated in writing by the contracting officer. A person acting in lieu of the architect shall perform the functions assigned in this paragraph to the architect.

27. PAYMENTS

Paragraph 27, headed PAYMENTS in the General Conditions is replaced in its entirety by the following.

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer, and the delivery and proper storage of materials at the job-site or other location within the boundaries of the Hopland Rancheria as are approved by the PHA. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, the breakdown of the total contract price showing

the amounts included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price, and of the materials delivered and property stored at the jobsite or other approved locations on the rancheria. Such estimates shall be submitted not later than 10 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect or Inspector prior to payment.

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

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

(1) The amounts request are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payment does not include any amounts which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(f) The PHA shall retain ten percent (10%) of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of fifty percent (50%) of the work the Contracting Officers determines that Contractor's performance and progress has, to this point, been completed satisfactory. After which, the PHA shall lower the retention to five percent (5%). If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate ten percent (10%), or other percentage as provided in State Law, retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(1) NCIHA shall retain five percent (5%) of the contract amount to secure the Contractors warranty and shall remit the unused portion of the amount at the end of the warranty period. The time limit of the warranty shall not apply to any latent defects, or gross mistakes or fraud on the part of the Contractor.

(2) NCIHA shall allow for the release of said retention with the Contracting Officer's acceptance of a Warranty Bond which will total five percent (5%) of the contract amount to secure the Contractors warranty and release retention held.

(g) All materials shall be delivered to and properly stored at the jobsite or other approved location before installation into the work. Progress payments must include cost of such

materials, which shall be insured to cover its full value and used to perform this contract. Title to the materials shall transfer to the PHA upon payment therefor and prior to installation in the work. Before any progress payments which includes delivered materials is made, the Contractor shall furnish such documentation as the Contracting Officer may require assuring the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored materials notwithstanding the transfer of title to the PHA.

(h) All materials and work covered by progress payments made shall, at the time of payment before the sole property of the PHA, but this shall not be construed as,

(1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made of the restoration of any damage work; or,

(2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than the employees of the PHA in the course of the employment, the Contractor shall restore such damage work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due to the Contractor under this contract after:

(1) Completion and final acceptance of all work; and,

(2) Presentation of releases of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically expected from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payments, the Contracting Officer may require the Contractor to furnish receipts of other evidence of payment from all person performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not;

(1) Determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or,

(2) Withhold any moneys for the protection of the subcontractors or material suppliers.

The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

31. DISPUTES

Replace subsection (e) with the following:

(e) The Contracting Officer's decision shall be final unless:

- (1) The Contractor appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures,
- (2) The parties agree to refer the appeal to an independent mediator or arbitrator, or,
- (3) The Contractor files suit in a court of competent jurisdiction.

Any appeal to a higher level within the PHA must be made within 30 days, unless otherwise indicated, after the receipt of the Contracting Officer's decision.

33. LIQUIDATED DAMAGES

Article 33. Liquidated Damages, paragraph (a) insert the following at the beginning of paragraph (a):

The parties agree that this provision on liquidated damages is governed by California Civil Code Section 1671 (b) and that the amount of liquidated damages specified in the paragraph 33 is reasonable based on the information available to the parties at the time this contract was entered.

36. INSURANCE

Section 36 in General Conditions is replaced with Section III in the bid package headed: INSURANCE REQUIREMENTS FOR CONTRACTORS

37. HUD REGULATIONS – 2 CFR §200

(a) Contractor certifies compliance with the following:

- (1) 2 CFR §200.326 (C): Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance programs, Equal Employment Opportunity, Department of Labor."
- (2) 2 CFR §200.326 (D): The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (3) 2 CFR §200.326 (E): Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a

provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (4) 2 CFR §200.326 (G): Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (5) 2 CFR §200.326 (H): Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SPECIAL CONDITIONS TO THE CONTRACT

- (1) Time for Completion: The contract work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within 180 consecutive calendar days thereafter.
- (2) Rain Delays: Rainy days will not be allowed unless reported and claimed within 24 hours from when the Contractor was aware of the event. A claim shall include a statement of work scheduled that could not be accomplished and that no other work could be done in its place.
- (3) Tribal Wage Rates: General Conditions No. 43 does not apply to this contract because the Tribe has adopted “Tribal Prevailing Wage Law” which establishes prevailing wage rates that are required to be paid under this contract. Contractor and all subcontractors shall pay no less than the prevailing wages as established by and shall comply with the Tribal Prevailing Wage Law (see 25 U.S.C. Sec. 4114 (b)(3)).

SEE THE NEXT PAGE FOR THE WAGE RATES

**Hopland Band of Pomo Indians
Mendocino County Tribal Wage Rates**

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

**SECTION VI
PLANS**

Not Applicable

SECTION VII Specifications

The Project Generally Consist of the demolition of existing units, manufacturing of replacement homes, permanent setting of replacement homes and related connection to utilities.

Existing Units:

- Stick Build 3 bedroom, 2 bath
 - Connected to the Tribe's Water and Sewer System and PG&E Electric
 - Household requires accessibility measures
- Manufactured 3 bedroom, 2 bath
 - Connected to on site Septic Tank, Tribal Water and PG&E Electric
 - Households requires accessibility measures
- FEMA Trailer 3 bedroom, 2 bath
 - Connected to onsite Septic Tank, Tribal Water and PG&E Electric

Accessibility Requirements:

- High Rise Toilet in Master Bathroom
- (4) 36" Interior Doors –
 - Master Bedroom
 - Master Bathroom
 - Master Closet
 - Utility Room
- Both Exterior Doors to be 36"
- 60" Stall Shower in Master Bathroom w/grab bars
- Lever Handle Interior Door Knobs
- ADA Ramp to entry
 - To include steps and ramp

Site Work:

- Contractor is to provide Design Build plans, with submission of their bid, for all site work including but not limited to:
 - Site clearing, permanent foundation, connection to utilities, etc.

Required Specification for Manufacturing on Continued on Next Page

Required Specifications:

| Exterior | Kitchen |
|--|---|
| 2" X 6" Transverse Floor Joists 16" on Center for 24', 27' wides and 19.2" for 16' wides | Gas Range 30" Free Standing |
| ¾" OSB Floor Decking | 18.1 CF FF Refrigerator |
| Dimensional Shingles Ltd Lifetime Warranty | Stainless Steel Sink w/ Single Level Metal Faucet |
| 9' Sidewalls | Adjustable Overhead Cabinet Shelves |
| 7/16" OSB Roof Sheathing | Hardwood Cabinet Cabinets and Doors |
| 2" X 8" Rough Sawn Facia | Laminate Countertop Self Edge & Backsplash |
| Foundation Ready | Drawers over Door Cabinetry |
| 2" X 6" Exterior Sidewalls on 16" Center | Bank of Drawers & Tall O/H Cabinets in Kitchen |
| Smartside Wood Vertical Siding | Ball Bearing Full Extension Drawer Guides |
| Exterior House Wrap | Bathrooms |
| Low-E Vinyl Dual Glazed Windows | 1-Piece Fiberglass Tub/Shower in Guest Bath |
| 3/12 Roof Pitch | Single Lever Chrome Tub/Shower Diverter |
| 20# Roof Load | Dual Lever Metal Faucets |
| 36" Front & Rear Inswing Entry Door | China Sinks & Medicine Cabinets |
| Multiple Exterior Style Choices – See attached | Sheetrock Tub/Shower flange |
| 2x4" Rough Sawn Trim on Windows & Doors | Laminate Countertops w/ Front Edge |
| Energy Star Certified Home | 36" High Sink Cabinet in Both Bathrooms |
| 12" Overhangs Front & Rear | Bank of Drawers in Master Bathroom |
| 12" Side Eaves on double wides | 42" Tall Mirrors |
| Vinyl Frame Dual Pane Windows w/ Low "E" | Utility, Electrical and Plumbing |
| Interior | Gas Furnace 90% High Efficiency |
| Flat Ceilings Throughout 9' | Programmable Thermostat – Eco Bee |
| 2" X 4" Interior Walls on 24" Center | Electrical Boxes nailed to studs |
| Tape & Textured Walls | Recessed Can Lights in Kitchen, Hall, Dining |
| Cased Picture Frame Windows | Shut-off Valves Throughout |
| 2" Mini Blinds | Plumb for Washer and Wire for Electric Dryer |
| 3-1/4" Baseboards Throughout | Overhead Utility Cabinet |
| 2-1/4" Colonial Door Casing | 200 Amp Meter Base with O/H service |
| Front Door Entry Linoleum | Light Bulbs Installed Energy Star LED |
| Rebond Carpet Pad | Pfister Faucets -Ltd Lifetime Warranty |
| Ceiling Lights in Bedrooms | Ceiling: R-38 Exterior Walls: R-19 Floors: R-22 |
| Nylon Carpet with 5 year Stain Warranty | Efficient 40 Gallon Gas Water Heater |
| Return Air Grills above Passage Doors | Site Work |
| Double Shelf with Pole in Master Bedroom Closet | Redwood Ramp and Steps at Each Exit (Not Painted) |
| Semi-Gloss Interior Paint "Easier to Clean" | Dryer Vent to Exterior |
| Handles on Drawers & Knobs On Doors | Full Height Stem Wall Concrete Foundation |
| Raised Panel Interior Doors | |
| Bathroom Windows (size varies) | Air Conditioner |

Colors:

- Once a Contract is awarded, Contractor will be required to provide 3-5 Color Options for Exterior Paint, Cabinets, Flooring, Countertops, etc.

Inspections and Cultural Monitoring:

- Inspections for all phases of construction to be completed by NCIHA and

appointed staff by the Hopland Band of Pomo Indians

- The Tribe's Tribal Historical Preservation Officer is to be present for any all ground disturbances
- Inspections related to water and sewer must include Indian Health Services personnel and the Tribe's EPA/Utilities Staff
- Contractor will be required to schedule all necessary inspections and cultural monitoring and share the dates and times with the Moriah McGill, NCIHA Housing Development Construction Manager.

END