REQUEST FOR QUOTATIONS
#0066 ACM Abatement Project
Nespelem Community Site
Nespelem, WA

Description
A. Remove all flooring layers down to the subfloor throughout the entire floor system.
C. Dispose of all removed materials following mandatory protocols.
D. Obtain certified clearance after cleaning has been completed.

The Colville Indian Housing Authority is requesting Quotations to furnish labor and material for the above items as contained in the attached scope of work.

All work and materials will be as shown in the Scope of Work and Provisions to the Contract.

The following documents are attached and will be included in and become part of the Contract Documents:

1. Form of Quote
2. Statement on Indian Preference (filled out and submitted with quote)
3. Form of Non-Collusive Affidavit (filled out and submitted with quote)
4. Representations, Certifications, and other statements of bidders. (Filled out and submitted with quote)
5. Small Purchase Contract (Sample)
6. Central Contractor Registry Clause
7. Davis Bacon Determined Wage (Ferry)
8. CCT Solid Waste Permit Application (filled out and submitted with quote)

Quotations must be submitted on the Form of Quotation, along with all attachments, as required in the Contract Documents and Specifications. All written quotations must be delivered to:

Colville Indian Housing Authority
P.O. Box 528
42 Convalescent Center Boulevard
Nespelem, Washington 99155

Fax # (509) 634-2335/ E-mail: toria.jackson.HSG@colvilletribes.com

CIHA will receive quotations no later than 3:00 PM (local time), June 20, 2019. Any quotations received after the above time will not be considered and will be returned to the proposer.

A pre-proposal meeting will be held at 2:00 PM, 6-17-19 at #0066 Nespelem Community Site, Nespelem WA.
Google Maps Link: https://goo.gl/maps/hMKSjy4zTuYX3hsz7

CIHA reserves the right to reject any and all proposals or to cancel or modify this RFP at its sole discretion if it determines it is in the best interest of CIHA to do so.
Award of contract will be based on several rating factors used for small purchase methods of procurement as spelled out in the Federal Register Rules and Regulations Vol. 60 No. 68 sec. 950.165.

Award based on price. CIHA shall make award to the qualified Indian-owned economic enterprise or organization with the lowest responsive quotation if it is reasonable and no more than 10% higher than the lowest responsive quotation received. If no responsive quotation from a qualified Indian-owned economic enterprise or organization is within 10% of the lowest responsive quotation from any qualified source, then award shall be made to the source with the lowest quotation.
NOTE: Before a contract can be executed the Contractor and any sub-contractors must provide proof of liability insurance and auto insurance. They must provide Washington State Industrial Insurance or equivalent **if the Contractor or Sub Contractor plans to hire employees.** Any entities submitting a proposal must also submit a signed copy of the Statement on Indian Preference.

All TERO and TOSHA regulations shall be adhered to in the performance of this contract work.

Indian preference will be given in the award of contracts "to the greatest extent feasible" as determined in sec 7(b) of the Indian Self Determination and Education Act (25 U.S.C. 450e (b).

For additional information concerning this Request for Quotations, please contact Vincent McDonald at (509) 634-2160 or e-mail: vince.mcdonald@colvilletribes.com
SCOPE OF WORK AND PROVISIONS TO THE CONTRACT

Asbestos materials removal at one home on the Colville Indian Reservation
Unit #0066 Nespelem Community Site, Nespelem, WA.

**All work in this scope will be performed by certified asbestos workers.**

A. Remove all flooring layers down to the subfloor throughout the entire floor system.
C. Dispose of all removed materials following mandatory protocols.
D. Obtain certified clearance after cleaning has been completed.

1. The contractor is responsible for contacting the local Tribal Employment Rights Office (T.E.R.O.) to confirm their requirements regarding sub contracting on the Colville Indian Reservation. The Colville Indian Housing Authority will support the Colville T.E.R.O. in their implementation and enforcement of their program in connection with sub contract work. The contractor will provide a copy of the approved T.E.R.O. utilization report to the CIHA before beginning work. All fees and cost related to T.E.R.O. should be considered when preparing a cost estimate for work. For further information contact:
   Tribal Employment Rights Office
   (509) 634-2716 or (509) 634-2200

2. It is the contractor’s responsibility to schedule all work with the Contracting Officer or designated representative.

3. All work and work areas will be in conformance with the requirements of EPA AHERA regulations (40 CFR Part 763), NESHAPS regulations (40 CFR 61 Subpart M) OSHA regulations (1926.1101). Deviations from this plan will require the written approval of the Owner. All removal work will be done by trained asbestos workers who have appropriate physical exams and experience. Workers will use a minimum of half face negative pressure respirators with high efficiency filters and full body "Tyvek" coveralls. A licensed Asbestos Project Monitor will be on-site every day until the asbestos removal of the day’s work has been completed. The project monitor will document compliance with the plan.

4. Any omissions or additions from or to the attached scope of work must be requested in writing by the contractor and approved in writing by the contracting officer or authorized designee.

5. Protect all personal and real property including plants, trees, bushes, flowers, lawns, lawn and, patio furniture, attachments to the house, pictures, walls, doors, and other items that may be in the proximity of the work being performed. The contractor is responsible for any damage that might occur in relation to the work being performed. The contractor will not use the resident’s appliances, such as the refrigerator, range, vacuum cleaner, radios, TVs, or any other personal items.

6. Prior to commencement of contract work the contractor is required to submit to the CIHA a copy of their approved Compliance and Utilization Disposal Plan.  CCT Tribal Ordinance

ACM removal scope, unit 0066
Chapter 4.13 Solid Waste requires the plan. During and after completion of the work remove all debris from the job site and dispose of as required.

7. **No payment for work will be made until work has been inspected and waste manifest has been received.**

8. Davis Bacon wages will be observed on this contract work, weekly payroll reports will be necessary. Contractor payments can be delayed until proper payroll reports are received.

9. Before a contract can be executed, the Contractor and any sub contractors must provide proof of Auto Insurance and Commercial General Liability (min. $1,000,000 Injury, General Aggregate, Products, $100,000 Fire, and $5,000 Medical expense). They must provide Washington State Industrial Insurance or equivalent **if the Contractor or Sub Contractor plans to hire employees.**
PROVIDE MATERIAL, LABOR, AND EQUIPMENT FOR THE FOLLOWING:
Unit #0066 Nespelem Community Site, Nespelem, WA.

Follow all mandatory Asbestos removal and clearance protocols.

The kitchen base cabinets, vanity, heaters, wood stove, and drapes will be removed from the home prior to start date.
The kitchen appliances, and toilet will be removed from the home by prior to the start date.
Hot Water Tank will be left in place for shower purposes. ACM flooring under tank will still be required to be removed.
Do not cut plumbing waste lines, drains, or phone/TV cables when working in those areas.

Remove the cove base from the base of all walls throughout the home. Take care not to pull paper layer of drywall from the walls above the existing cove base height.

Flooring

Remove all layers of flooring down to the subfloor throughout the entire floor system of the home.
The vinyl was installed before interior walls were installed, so flooring runs throughout the unit. The vinyl flooring will be required to be removed as close to the walls as possible. The flooring under walls will be noted on clearance records by condition and encapsulation procedures for future Class III and Class IV work.
Based on similar units, the ACM containing flooring may be installed directly to the subfloor.
Removing sub-floor is not an option. Utilizing alternative methods, e.g. such as heat to remove vinyl flooring will have to be explored.

Disposal

All ACM materials will be bagged before removing from the home and delivered to an approved disposal facility such as Graham Road Recycling & Disposal Facility near Medical Lake, WA.
Provide CIHA a copy of the waste manifest from each home within 5 working days after completion of the project.
Any flooring and underlayment’s not containing ACM can be taken to landfills. Dumping receipts will be required for all materials taken out of the home.

Clearance

Clean the home in order to obtain clearance after all ACM’s have been removed. The contractor will provide clearance testing results to CIHA within two (2) working days after completion of the removal process.
The contractor is responsible for removal all critical barriers and disposal after clearance has been obtained.
Certification of Visual inspection supplied by CIHA will be required to be filled out with attached clearance documents.

For complete copies of the ACM reports contact Jim Casseday at 509-634-2160.
Any attached drawings are intended for reference only. Actual layouts, dimensions, and/or measurements are contractors’ responsibility to verify on site before providing project quote and ordering materials.
ASBESTOS SURVEY
#0066 Nespelem Community Site
Nespelem, WA 99155

Contents in Survey

1. Accreditation and Survey
2. Laboratory results
3. ACM location Map
4. Site Location Map
5. Laboratory Accreditation
Survey Report

Survey Performed by: Vincent McDonald - CIHA/ AHERA Asbestos Project Designer
James Casseday - CIHA/ AHERA Asbestos Building Inspector

Inspection Date: 3-4-19

On March 4th, 2019 samples of suspected asbestos containing materials were collected at the above address of a single family residence. The intention of this survey is to sample for presence of asbestos containing materials and address removal as part of the planned modernization project. This asbestos survey is required by the Environmental Protection Agency (EPA) and the Tribal Occupational Health and Safety Administration (TOSHA) to identify asbestos containing materials required to be removed and disposed in accordance with local, state, and federal regulations, prior to any demolition that will disturb these materials.

Representative samples of suspected asbestos materials were collected using the Asbestos Hazard Emergency Response Act (AHERA) protocol. Samples were submitted under chain of custody to Mountain Laboratories in Spokane, WA for analysis.

Building and Sampling:
The residence was built in 1979 and has approximately 932 sq ft of living space. The residence has never been modernized on the interiors.

See attachment A for sample results. The suspect materials analyzed did detect asbestos greater than 1% as regulated ACM.

Asbestos Materials:

<table>
<thead>
<tr>
<th>Material</th>
<th>Location</th>
<th>Friable</th>
<th>Disturbed</th>
<th>Type*</th>
<th>Quantity</th>
<th>Asbestos %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet Vinyl (Tan &amp; Brown)</td>
<td>Throughout home</td>
<td>N</td>
<td>N</td>
<td>M</td>
<td>800 sq ft</td>
<td>20 – 25%</td>
</tr>
<tr>
<td>Drywall/ mud</td>
<td>Laundry Room</td>
<td>Sample</td>
<td>Clean</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*type T=TSI  M=miscellaneous  S=Surfacing

If a material not sampled in this report will be impacted, it should be sampled by an AHERA-accredited building inspector and analyzed to determine asbestos content before any activity impacting the material.

Laboratory Accreditation: Mountain Laboratories analyzed the suspect asbestos samples for asbestos fibers. The samples were analyzed using an EPA – recommended polarized light microscopy method. The lab results are included with this report.

Mountain Laboratories is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). Their NVLAP accreditation is included in this report.

ACM materials <1% are not defined as asbestos containing materials under AHERA regulations, but OSHA, WISHA and EPA NESHAP regulations for worker health and safety do apply.
Homogenous/ Suspect Materials

<table>
<thead>
<tr>
<th>Material</th>
<th>Sample ID #</th>
<th>Location</th>
<th>Friable</th>
<th>Disturbed</th>
<th>Asbestos %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vinyl Flooring</td>
<td>B19 – 10746</td>
<td>Throughout unit</td>
<td>Y</td>
<td>N</td>
<td>20 – 25%</td>
</tr>
<tr>
<td></td>
<td>B19 – 10748</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B19 – 10750</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B19 – 10752</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B19 – 10756</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall board System</td>
<td>B19 - 10759</td>
<td></td>
<td></td>
<td>No ACM detected</td>
<td></td>
</tr>
<tr>
<td>Roofing black felt paper</td>
<td>Not tested</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ceramic tile &amp; Grout</td>
<td>Not tested</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Conclusions: This survey has identified regulated asbestos containing materials required to be removed in accordance with local, state, and federal regulations. This survey has identified non-friable miscellaneous asbestos present, so Class II work practices must be followed during any work that will disturb of materials. Encapsulations options must comply with EPA and other local, state, and federal regulations before being performed.

Vincent McDonald
Special Projects Coordinator
Capital Improvements
May 13, 2019

Colville Indian Housing Authority
James Casseday
PO Box 528
Nespelem, WA 99155

Dear Mr. Casseday,

The enclosed report details results for the analysis of the bulk sample(s) submitted to Mountain Laboratories on March 5, 2019. Sample analysis was performed to determine asbestos type and content using Polarized Light Microscopy, supplemented by Dispersion Staining (PLM/DS).

This report includes a summary of the analytical results and chain of custody. Analytical results are only reflective of the samples, which were tested and presented in this report. Mountain Laboratories limits warranty to proper analysis methods and takes no responsibility for sample procurement.

It has been our pleasure providing you with these analytical services. If you have any questions regarding this report, please do not hesitate to call us at (509) 922-1365.

Sincerely,

Heidi L. McCarthy
Laboratory Manager
Mountain Laboratories
Mountain Laboratories NW, Inc.

Enclosure: 1774.9998.10005
# MOUNTAIN LABORATORIES
BULK SAMPLE ANALYSIS FOR ASBESTOS

## Colville Indian Housing Authority
James Casseday
PO Box 528
Nespelem, WA  99155

### Project: Unit 0066


<table>
<thead>
<tr>
<th>Laboratory No.</th>
<th>Sample ID No.</th>
<th>Sample Description</th>
<th>Sample Treatment</th>
<th>Homogeneous</th>
<th>Layered</th>
<th>Fibrous</th>
<th>Sample Color</th>
<th>Asbestos Present</th>
<th>Asbestos Type and Percentage</th>
<th>Total % Asbestos</th>
<th>Other Fibrous Material In Sample</th>
<th>Non-Fibrous Material:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B19-9998</td>
<td>0066-01</td>
<td>Floor Core</td>
<td>Teased/Crushed</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Brown/Gold</td>
<td>No</td>
<td>Brown Flooring N.D.</td>
<td>None</td>
<td>Cellulose 20-25%</td>
<td>Brown Flooring: Binder/Filler 45% Vinyl 55%</td>
</tr>
<tr>
<td>B19-10746</td>
<td>0066-01-A</td>
<td>Sub Sample of 0066-01 Beige Flooring &amp; Tan Mastic</td>
<td>Teased/Heated</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Beige/Tan</td>
<td>Yes</td>
<td>Beige Flooring: Backing Only: Chrysotile 40-45%</td>
<td>20-25%</td>
<td>Wood 100%</td>
<td>Binder/Filler 20% Vinyl 35%</td>
</tr>
<tr>
<td></td>
<td>0066-01-B</td>
<td>Sub Sample of 0066-01 Brown Layers</td>
<td>Teased</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Brown</td>
<td>No</td>
<td>Brown Layers N.D.</td>
<td>None</td>
<td></td>
<td>Tan Mastic not analyzed; embedded in ACM Backing.</td>
</tr>
</tbody>
</table>

Date Analyzed: March 8, 2019

Analyzed By: Lisa Meade

Mountain Laboratories, Mountain Laboratories NW, Inc. limits warranty to proper analysis methods only and takes no responsibility for sample procurement. Mountain Laboratories, Mountain Laboratories NW, Inc., 9922 E. Montgomery Suite #13, Spokane Washington 99208 (509) 922-1365 - Fax (509) 922-1380. PLM has been known to miss asbestos in a small percentage of samples. Thus negative or <1% PLM results should be tested with either SEM or TEM. Customer is responsible for sample separation. This report may only be reproduced in full with written approval by Mountain Laboratories. Soil/Dust samples are not covered under NVLAP Accreditation.

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<table>
<thead>
<tr>
<th>Laboratory No.</th>
<th>B19-9999</th>
<th>B19-10748</th>
<th>B19-10749</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample ID No.</td>
<td>0066-02</td>
<td>Sub Sample of 0066-02</td>
<td>Sub Sample of 0066-02</td>
</tr>
<tr>
<td>Sample Description</td>
<td>Floor Core</td>
<td>Beige Flooring &amp; Tan Mastic</td>
<td>Brown Layers</td>
</tr>
<tr>
<td>Sample Treatment</td>
<td>Teased/Heated</td>
<td>Teased/Heated</td>
<td>Teased</td>
</tr>
<tr>
<td>Homogeneous</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Layered</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Fibrous</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Sample Color</td>
<td>Gray/Off White Pale Yellow</td>
<td>Beige/Gold/Tan</td>
<td>Brown</td>
</tr>
<tr>
<td>Asbestos Present</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Asbestos Type and Percentage</td>
<td>Gray Flooring N.D.</td>
<td>Beige Flooring: Backing Only: Chrysotile 40-45%</td>
<td>Brown Layers N.D.</td>
</tr>
<tr>
<td>1. Chrysotile</td>
<td>Pale Yellow Mastic N.D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Amosite</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Crocidolite</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total % Asbestos</td>
<td>None</td>
<td>20-25%</td>
<td>None</td>
</tr>
<tr>
<td>Other Fibrous Material In Sample</td>
<td>Cellulose 20-25%</td>
<td>Wood 100%</td>
<td></td>
</tr>
<tr>
<td>Gray Flooring: Cellulose 20% Glass Fibers 5%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Fibrous Material:</td>
<td>Binder/Filler 20% Vinyl 35%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gray Flooring: Binder/Filler 20% Vinyl 55%</td>
<td>Tan Mastic not analyzed; embedded in ACM Backing.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## MOUNTAIN LABORATORIES
### BULK SAMPLE ANALYSIS FOR ASBESTOS

**Colville Indian Housing Authority**
**James Casseday**
**PO Box 528**
**Nespelem, WA 99155**


<table>
<thead>
<tr>
<th>Laboratory No.</th>
<th>B19-10000</th>
<th>B19-10750</th>
<th>B19-10751</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample ID No.</td>
<td>0066-03</td>
<td>0066-03-A</td>
<td>0066-03-B</td>
</tr>
<tr>
<td>Sample Description</td>
<td>Floor Core</td>
<td>Sub Sample of 0066-03 Beige Flooring &amp; Tan Mastic</td>
<td>Sub Sample of 0066-03 Brown Layers</td>
</tr>
<tr>
<td>Sample Treatment</td>
<td>Teased/Crushed Heated</td>
<td>Teased/Heated</td>
<td>Teased</td>
</tr>
<tr>
<td>Homogeneous</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Layered</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Fibrous</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Sample Color</td>
<td>Brown/Gold</td>
<td>Beige/Gold/Tan</td>
<td>Brown</td>
</tr>
<tr>
<td>Asbestos Present</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Asbestos Type and Percentage</td>
<td>Brown Flooring N.D.</td>
<td>Beige Flooring: Backing Only: Chrysotile 40-45%</td>
<td>Brown Layers N.D.</td>
</tr>
<tr>
<td>1. Chrysotile</td>
<td>Gold Mastic N.D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Amosite</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Crocidolite</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total % Asbestos</td>
<td>None</td>
<td>20-25%</td>
<td>None</td>
</tr>
<tr>
<td>Other Fibrous Material In Sample</td>
<td>Cellulose 20-25%</td>
<td>Wood 100%</td>
<td></td>
</tr>
<tr>
<td>Non-Fibrous Material:</td>
<td>Brown Flooring: Binder/Filler 45% Vinyl 55%</td>
<td>Binder/Filler 20% Vinyl 35%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gold Mastic; Other 100%</td>
<td>Tan Mastic not analyzed; embedded in ACM Backing.</td>
<td></td>
</tr>
</tbody>
</table>

**Date Analyzed:** March 8, 2019

**Analyzed By:** Lisa Meade

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### MOUNTAIN LABORATORIES
### BULK SAMPLE ANALYSIS FOR ASBESTOS

**Colville Indian Housing Authority**

**James Casseday**  
PO Box 528  
Nespelem, WA 99155

Project: Unit 0066

Customer #: 1774

<table>
<thead>
<tr>
<th>Laboratory No.</th>
<th>B19-10001</th>
<th>B19-10752</th>
<th>B19-10753</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample ID No.</td>
<td>0066-04</td>
<td>0066-04-A</td>
<td>0066-04-B</td>
</tr>
<tr>
<td>Sample Description</td>
<td>Floor Core</td>
<td>Sub Sample of 0066-04 Beige Flooring &amp; Tan Mastic</td>
<td>Sub Sample of 0066-04 Brown Layers</td>
</tr>
<tr>
<td>Sample Treatment</td>
<td>Teased/Crushed Heated</td>
<td>Teased/Heated</td>
<td>Teased</td>
</tr>
<tr>
<td>Homogeneous</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Layered</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Fibrous</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Sample Color</td>
<td>Brown/Gold</td>
<td>Beige/Tan</td>
<td>Brown</td>
</tr>
<tr>
<td>Asbestos Present</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Asbestos Type and Percentage</td>
<td>Brown Flooring N.D.</td>
<td>Beige Flooring: Backing Only: Chrysotile 40-45%</td>
<td>Brown Layers N.D.</td>
</tr>
<tr>
<td>1. Chrysotile</td>
<td>Gold Mastic N.D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Amosite</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Crocidolite</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total % Asbestos</td>
<td>None</td>
<td>20-25%</td>
<td>None</td>
</tr>
<tr>
<td>Other Fibrous Material In Sample</td>
<td>Cellulose 20-25%</td>
<td>Wood 100%</td>
<td></td>
</tr>
<tr>
<td>Non-Fibrous Material:</td>
<td>Brown Flooring: Binder/Filler 45% Vinyl 55%</td>
<td>Binder/Filler 20% Vinyl 35%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gold Mastic; Other 100%</td>
<td>Tan Mastic not analyzed; embedded in ACM Backing.</td>
<td></td>
</tr>
</tbody>
</table>

Date Analyzed: March 8, 2019  
Analyzed By: Lisa Meade

Mountain Laboratories, Mountain Laboratories NW, Inc. limits warranty to proper analysis methods only and takes no responsibility for sample procurement. Mountain Laboratories, Mountain Laboratories NW, Inc., 4922 E. Montgomery Suite #13, Spokane Washington 99208 (509) 922-1365 - Fax (509) 922-1380. PLM has been known to miss asbestos in a small percentage of samples. Thus negative or <1% PLM results should be tested with either SEM or TEM. Customer is responsible for sample separation. This report may only be reproduced in full with written approval by Mountain Laboratories. Soil/Dust samples are not covered under NVLAP Accreditation.

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## MOUNTAIN LABORATORIES
### BULK SAMPLE ANALYSIS FOR ASBESTOS

**Colville Indian Housing Authority**  
**James Casseday**  
**PO Box 528**  
**Nespelem, WA  99155**

**Project:** Unit 0066


<table>
<thead>
<tr>
<th>Laboratory No.</th>
<th>B19-10002</th>
<th>B19-10754</th>
<th>B19-10755</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample ID No.</td>
<td>0066-05</td>
<td>0066-05-A</td>
<td>0066-05-B</td>
</tr>
<tr>
<td>Sample Description</td>
<td>Floor Core</td>
<td>Sub Sample of 0066-05 Beige Flooring &amp; Tan Mastic</td>
<td>Sub Sample of 0066-05 Brown Layers</td>
</tr>
<tr>
<td>Sample Treatment</td>
<td>Teased/Crushed Heated</td>
<td>Teased/Heated</td>
<td>Teased</td>
</tr>
<tr>
<td>Homogeneous</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Layered</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Fibrous</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Sample Color</td>
<td>Brown/Gold</td>
<td>Beige/Tan</td>
<td>Brown</td>
</tr>
<tr>
<td>Asbestos Present</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
| Asbestos Type and Percentage | Brown Flooring N.D.  
Gold Mastic N.D. | Beige Flooring: Backing Only: Chrysotile 40-45% | Brown Layers N.D. |
| Total % Asbestos | None | 20-25% | None |
| Other Fibrous Material In Sample | Cellulose 20-25% | Wood 100% |
| Non-Fibrous Material: | Brown Flooring: Binder/Filler 45% Vinyl 55%  
Gold Mastic; Other 100% | Binder/Filler 20% Vinyl 35%  
Tan Mastic not analyzed; embedded in ACM Backing. |

**Date Analyzed:** March 8, 2019  
**Analyzed By:** Lisa Meade

---

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Page 6 of 11
## MOUNTAIN LABORATORIES
### BULK SAMPLE ANALYSIS FOR ASBESTOS

---

Colville Indian Housing Authority  
James Casseday  
PO Box 528  
Nespelem, WA 99155

Project: Unit 0066


Customer #: 1774

<table>
<thead>
<tr>
<th>Laboratory No.</th>
<th>Sample ID No.</th>
<th>Sample Description</th>
<th>Sample Treatment</th>
<th>Homogeneous</th>
<th>Layered</th>
<th>Fibrous</th>
<th>Sample Color</th>
<th>Asbestos Present</th>
<th>Asbestos Type and Percentage</th>
<th>Total % Asbestos</th>
<th>Other Fibrous Material In Sample</th>
<th>Non-Fibrous Material:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B19-10003</td>
<td>0066-06</td>
<td>Floor Core</td>
<td>Teased/Heated</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Tan/Brown</td>
<td>No</td>
<td>Tan Flooring N.D.</td>
<td>None</td>
<td>Cellulose 20% Glass Fibers 5%</td>
<td>Tan Flooring: Binder/Filler 20% Binder/Filler 20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pale Yellow</td>
<td></td>
<td>Pale Yellow Mastic N.D.</td>
<td>20-25%</td>
<td></td>
<td>Vinyl 55%</td>
</tr>
<tr>
<td>B19-10756</td>
<td>0066-06-A</td>
<td>Sub Sample of 0066-06 Beige Flooring &amp; Tan Mastic</td>
<td>Teased/Heated</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Pale Yellow</td>
<td>Yes</td>
<td>Beige Flooring: Backing Only: Chrysotile 40-45%</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B19-10757</td>
<td>0066-06-B</td>
<td>Sub Sample of 0066-06 Brown Layers</td>
<td>Teased</td>
<td>No</td>
<td></td>
<td></td>
<td>Beige/Tan</td>
<td></td>
<td>Brown Layers N.D.</td>
<td>None</td>
<td>Wood 100%</td>
<td></td>
</tr>
</tbody>
</table>

| Date Analyzed: March 8, 2019 | Analyzed By: Lisa Meade |

---

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## MOUNTAIN LABORATORIES
### BULK SAMPLE ANALYSIS FOR ASBESTOS

**Colville Indian Housing Authority**

James Casseday  
PO Box 528  
Nespelem, WA 99155

**Project:** Unit 0066


<table>
<thead>
<tr>
<th>Laboratory No.</th>
<th>B19-10004</th>
<th>B19-10758</th>
<th>B19-10005</th>
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<td>Sample ID No.</td>
<td>0066-07</td>
<td>0066-07-A</td>
<td>0066-08</td>
</tr>
<tr>
<td>Sample Description</td>
<td>Floor Core</td>
<td>Sub Sample of 0066-07 Brown Layers</td>
<td>Drywall/Mud</td>
</tr>
<tr>
<td>Sample Treatment</td>
<td>Teased/Heated</td>
<td>Teased</td>
<td>Teased/Crushed</td>
</tr>
<tr>
<td>Homogeneous</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Layered</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Fibrous</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Sample Color</td>
<td>Gray/Pale Yellow</td>
<td>Brown</td>
<td>Brown/White</td>
</tr>
<tr>
<td>Asbestos Present</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Asbestos Type and Percentage</td>
<td>Gray Flooring N.D.</td>
<td>Brown Layers N.D.</td>
<td>Sheetrock N.D.</td>
</tr>
<tr>
<td>1. Chrysotile</td>
<td>Pale Yellow Mastic N.D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Amosite</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Crocidolite</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total % Asbestos</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Other Fibrous Material In Sample</td>
<td>Cellulose 20% Glass Fibers 5%</td>
<td>Wood 100%</td>
<td>Cellulose 5%</td>
</tr>
<tr>
<td>Non-Fibrous Material:</td>
<td>Binder/Filler 20% Vinyl 55%</td>
<td></td>
<td>Binder/Filler 5% Gypsum 90%</td>
</tr>
<tr>
<td>Pale Yellow Mastic: Other 100%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Date Analyzed:** March 8, 2019  
**Analyzed By:** Lisa Meade

---

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# MOUNTAIN LABORATORIES
## BULK SAMPLE ANALYSIS FOR ASBESTOS

**Colville Indian Housing Authority**

**James Casseday**  
**PO Box 528**  
**Nespelem, WA 99155**

|---|

<table>
<thead>
<tr>
<th>Laboratory No.</th>
<th>B19-10759</th>
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</thead>
<tbody>
<tr>
<td>Sample ID No.</td>
<td>0066-08-A</td>
</tr>
<tr>
<td>Sample Description</td>
<td>Sub Sample of 0066-08 Top 2 Layers &amp; Paper Layer</td>
</tr>
<tr>
<td>Sample Treatment</td>
<td>Teased/Crushed Dissolved</td>
</tr>
<tr>
<td>Homogeneous</td>
<td>No</td>
</tr>
<tr>
<td>Layered</td>
<td>Yes</td>
</tr>
<tr>
<td>Fibrous</td>
<td>Yes</td>
</tr>
<tr>
<td>Sample Color</td>
<td>White/Off White/Beige</td>
</tr>
<tr>
<td>Asbestos Present</td>
<td>No</td>
</tr>
<tr>
<td>Asbestos Type and Percentage</td>
<td>Top 2 Layers N.D. Paper Layer N.D.</td>
</tr>
<tr>
<td>Top 2 Layers N.D.</td>
<td></td>
</tr>
<tr>
<td>Paper Layer N.D.</td>
<td></td>
</tr>
<tr>
<td>Total % Asbestos</td>
<td>None</td>
</tr>
<tr>
<td>Other Fibrous Material In Sample</td>
<td>Paper Layer: Cellulose 98%</td>
</tr>
<tr>
<td>Non-Fibrous Material:</td>
<td>Paper Layer: Binder/Filler 2%</td>
</tr>
<tr>
<td>Top 2 Layers: Gypsum 99% Paint &lt;1% Other 100%</td>
<td></td>
</tr>
</tbody>
</table>

**Date Analyzed:** March 8, 2019  
**Analyzed By:** Lisa Meade

---

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## Chain of Custody Record

**Mountain Laboratories**

9922 E. Montgomery, Suite 13
Spokane, Washington 99206
Phone: 509-922-1365
Fax: 509-922-1380
E-Mail: hddi@mountainlaboratories.com

### Customer Information

**Project Name:** Unit 0666

**Project No.:**

**Results:**

**E-Mail:**

### Analysis Required

<table>
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<tr>
<th>SAMPLE #</th>
<th>SAMPLE DESCRIPTION/ID</th>
<th>DATE/TIME</th>
<th># OF CONTAINERS</th>
<th>REMARKS</th>
<th>RESULTS</th>
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<tbody>
<tr>
<td>0666-01</td>
<td>Floor Care, Livingroom</td>
<td>3/14/14</td>
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<td>X</td>
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<td>0666-02</td>
<td>Floor Care, Dining/Kitchen</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0666-03</td>
<td>Floor Care, Hallway</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0666-04</td>
<td>Floor Care, Bed/Room #1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0666-05</td>
<td>Floor Care, Bed/Room #2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0666-06</td>
<td>Floor Care, Bathroom</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0666-07</td>
<td>Floor Care, Laundry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0666-08</td>
<td>Drywall/Visual, Laundry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Turnaround

<table>
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<tr>
<th>1 HR Rush</th>
<th>48 HR</th>
<th>3 HR Rush</th>
<th>3 Day</th>
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</thead>
<tbody>
<tr>
<td>24 HR Rush</td>
<td>5 Day</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Released By

**Company:** Mountain Laboratories

**Date/Time Received:** 3/14/14 10:20

**Condition:** Good

**Delivery Method:**

**Received By:** USPS Chebymin

**Signature:**

**Company:** Mountain Laboratories

**Date/Time Received:** 3/14/14 10:20

**Condition:** Good
#0066 ACM Sample Map

1. Floor Core
2. Floor Core
3. Floor Core
4. Floor Core
5. Floor Core
6. Floor Core
7. Floor Core
8. Drywall/ Mud
Colville Housing Authority
42 Convalescent Center Blvd, Nespelem, WA 99155

1. Head southwest on Convalescent Center Blvd toward WA-155 N

43 s (0.3 mi)
SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Mountain Laboratories
9922 East Montgomery, Suite 13
Spokane Valley, WA 99206
Ms. Heidi L. McCarthy
Phone: 509-922-1365  Fax: 509-922-1380
Email: heidi@mountainlaboratories.com

ASBESTOS FIBER ANALYSIS

Bulk Asbestos Analysis

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>18/A01</td>
<td>EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples</td>
</tr>
<tr>
<td>18/A03</td>
<td>EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials</td>
</tr>
</tbody>
</table>

NVLAP LAB CODE 101890-0

For the National Voluntary Laboratory Accreditation Program

Effective 2018-10-01 through 2019-09-30
Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101890-0

Mountain Laboratories
Spokane Valley, WA

Asbestos Fiber Analysis

This laboratory is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-LAC-IAP Communiqué dated January, 2009).

Effective Dates
2018-10-01 through 2019-09-30

For the National Voluntary Laboratory Accreditation Program
QUOTE FOR: PROJECT: #0066 ACM Removal Project

TO: COLVILLE INDIAN HOUSING AUTHORITY
    P. O. BOX 528/42 CONVALESCENT CENTER BOULEVARD
    NESPELEM, WASHINGTON 99155

Gentlemen:

I, ______________________________________ the undersigned, have familiarized myself with the local conditions affecting the cost of the work and with the Specifications (including Request for Quotations, this Form of Quote, the General Scope of Work, and drawings. If any thereto, as prepared by Owner’s Representative and on file in the office of the CIHA, hereby proposes to furnish all labor, materials, equipment and services required to complete work on #0066 ACM Removal Project, Nespelem, WA. , all in accordance therewith, for the sum of:

BASIC QUOTE

____________________________________________ DOLLARS ($___________________)

Site Investigation: The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and conditions of the ground surface, the character, quality and quantity of surface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all of the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Amendment Receipt:

Receipt of the following addenda is acknowledged:

Amendment No. : ______________________ Date: _________
Amendment No. : ______________________ Date: _________
II. In submitting this Quote, it is understood that the right is reserved by the CIHA to reject any and all Quotes. If written notice of the acceptance of this Quote is mailed, telegraphed, faxed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Quote is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form.

IV. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this quote or any other quote or the submitting of quotes for the contract for which this quote is submitted.

V. 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 or the Secretary of Labor; 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 contracts or subcontracts that are exempt from the clause.)

VII. I have enclosed with this bid the following items per Instruction to Bidders.

   a. Form of Quote
   b. Statement regarding Indian Preference
   c. Form of Non-Collusive Affidavit
   d. Representations, Certifications, and other statements of bidders.
   e. CCT Solid Waste Permit Application

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 __________________________

TELEPHONE __________________________

END OF FORM OF QUOTE
Statement Regarding Indian Preference

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

1. To the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and adopt and implement, for all subcontracts, the Indian Preference Requirements of 24 CFR 1000.48 – 52 and the CIHA Procurement Policy to the greatest extent feasible. Copies of these provisions are attached hereto.

2. To the greatest extent feasible, give preference in opportunities for training and employment to Indians, and adopt and implement, for hiring, training, and promotion, the Indian Preference provisions of 24 CFR 1000.48 – 52 and the CIHA Personnel Manual. Copies of these provisions are attached hereto.

3. Supply information to CIHA on a periodic basis during performance of its duties under the contract demonstrating its efforts to apply Indian preference in hiring, promotion, training, and subcontracting, including what steps were taken to solicit Indian businesses for subcontracting and Indian people for hiring, promotion, and training.

4. Submit, and cause each subcontractor to submit, a certification and supporting evidence to CIHA whenever it is not feasible to provide Indian preference in subcontracting.

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

Dated this ____ day of ________________, 20____.

__________________________________
Signature

__________________________________
Printed Name

__________________________________
Name of Offeror

__________________________________
Title
Non-Collusion Affidavit

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

1. That I am a duly authorized officer or agent of __________________________, the offeror submitting the competitive proposal attached to this Affidavit, for the purpose of certifying the facts pertaining to the existence of collusion among the offerors or between this offeror and any officer, agent or employee of Colville Indian Housing Authority (CIHA) or the Colville Confederated Tribes (Tribe), as well as facts pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive bid.

2. That I am fully aware of the facts and circumstances surrounding the making of the competitive proposal and has been personally and directly involved in the proceedings leading to the submission of such proposal.

3. That the proposal submitted is genuine and is not the product of any collusion and is not a sham proposal, and that all statements in the proposal are true.

4. That neither the offeror named above nor anyone subject to the offeror’s direction or control has been a party:
   a. to any collusion among offerors to agree to bid at a fixed price or to refrain from submitting a proposal, or as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;
   b. to any collusion with any CIHA or Tribal officer, agent or employee as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;
   c. to any discussions between offerors or between this offeror and any officer, agent or employee of CIHA or the Tribe pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached proposal.

So sworn this ___ day of ______________, 20___.

______________________________
Signature of Affiant

(Certification on page 2)
Certification

County of _____________  )

                                  )ss
State of _____________  )

I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ___ day of _____________, 20___, the above-signed _____________________ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

__________________________________  
Notary Public for _________________

My Commission Expires:______________
Representations, Certifications, and Other Statements of Bidders

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

**Table of Contents**

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

(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; and

(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

(ii) 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 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.
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:

(1) Black Americans
(2) Hispanic Americans
(3) Native Americans
(4) Asian Americans
(5) Asian Indian Americans
(6) 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.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," 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.

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Previous edition is obsolete Page 2 of 3 form HUD-5369-A (11/92)
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 bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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

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 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 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)
CONTRACT# 1 FY 2013 C

Contract for Construction (Less than $150,000)

This agreement (hereinafter “Agreement”) entered into this 1\textsuperscript{st} DAY OF OCTOBER 2012 between the Colville Indian Housing Authority, hereinafter referred to as “CIHA” and company name hereinafter referred to as “Contractor”.

SECTION ONE

Description of scope of work

All materials and work are as shown on the attached RFP, Scope of Work, Addendums, and the Contractors Proposal (collectively the “Work”).

SECTION TWO

CONTRACT PRICE

CIHA agrees to pay Contractor for the Work described in Section One, a total Contract Price of (Xxx.Xxx and xx/100 and 00/00 Dollars) ($100,000.00) (“Contract Price”). Payment of this amount is subject to additions or deductions in accordance with the provisions of this Agreement and of any other documents to which this Agreement is subject.

SECTION THREE

PAYMENT

a. CIHA shall pay the full amount of the Contract Price upon completion of the Work with the following exceptions:

(i) Work is found to be defective and not remedied;

(ii) Contractor does not make prompt and proper payments to subcontractors;

(iii) Contractor does not make prompt and proper payments for labor, materials or equipment furnished to Contractor; or

(iv) Claims or liens are filed on the job.

b. CIHA shall make payment to Contractor within ten (10) days after the Work is completed, provided that:

(i) This Agreement be at that time fully performed;

(ii) Final payment shall not be due until Contractor has delivered to CIHA:

(A) A complete release of any and all liens arising out of the Agreement;

(B) Receipts in full covering all labor, materials, and equipment for which a lien could be filled; or

Contract for Construction

- 1 -
SECTION FOUR
CLAIMS

By accepting final payment, Contractor waives all claims except those that Contractor has previously made in writing and which remain unresolved under the Dispute Resolution provision of this Agreement at the time of acceptance.

SECTION FIVE
STARTING AND COMPLETION DATES; LIQUIDATED DAMAGES

Contractor's Work under this Agreement shall begin on **October 1, 2012** and shall be completed by **November 1, 2012**. The Parties hereby mutually acknowledge that Contractor’s failure to complete the Work hereunder by the above-specified date will cause CIHA to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by CIHA of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees and consents that liquidated damages may be assessed and recovered by CIHA as against Contractor in the event of any breach of this provision of the Agreement and without CIHA being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Contractor agrees to pay to CIHA $____ (if left blank, then the amount shall be $100) per day liquidated damages for each day required to complete Work beyond the above stated completion date. CIHA may at its option deduct liquidated damages from payments due Contractor. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to CIHA without limiting CIHA’s right to terminate this Agreement for default.

SECTION SIX
CONTRACT DOCUMENTS

The Contract Documents on which the Agreement between CIHA and Contractor is based, in accordance with which the Work is to be done are as follows:

a. This Agreement, together with such supplementary Agreement and conditions as are attached hereto;

b. The plans and specifications and scopes of work with attached addendum issued before execution of this Agreement, and any amendments hereafter to be made;

c. Contractor's approved bid or proposal;

d. Written interpretation of the Contract Documents specified above and directives to be made from time to time by CIHA's Contract Officer;

e. Work change orders issued or to be issued by CIHA's Contract Officer agreed to by the Contractor;

f. Central Contractor Registry Clause (attached hereto);

g. Statement Regarding Indian Preference; and

h. To the extent applicable, the Colville Tribal Employment Rights Ordinance.

These Contract Documents together form the Agreement for the Work herein described. The Parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the Work and all terms and conditions of payment. The documents also include all work and procedure not expressly indicated therein which are necessary for
the proper execution of the Work.

SECTION SEVEN
AUTHORITY OF CIHA'S CONTRACT OFFICER

Executive Director of CIHA is hereby designated Contract Officer for purposes of this Agreement. The duties and authority of the CIHA's Contract Officer shall be as follows:

a. General Administration of Contract:
The Primary function of the CIHA Contract Officer is to provide general administration of the Agreement as CIHA's representation during the entire period of construction.

b. Inspections, Opinions, and Progress Reports:
The Contract Officer shall keep familiar with the progress and quality of the Work by making periodic visits to the Work site. The Contract Officer will make general determinations as to whether the Work is proceeding in accordance with the Agreement. Neither CIHA nor the Contract Officer will be responsible for the means of construction or for Contractor's failure to perform the Work properly and in accordance with the Contract Documents.

c. Access to Work Site for Inspections:
The Contract Officer shall be given free access to the Work at all times during the Agreement period. However, the Contract Officer is not required to make exhaustive or continuous on site inspections to perform the duty of checking and reporting on Work progress.

d. Interpretations of Contract Documents:
The Contract Officer will be the interpreter of the Contract Documents and requirements and will make decisions on claims and disputes between the Contractor and CIHA.

e. Rejection and Stoppage of Work:
The Contract Officer shall have authority to reject Work, which in Contract Officer’s opinion does not conform to the Contract Documents, and in this connection, to stop the Work or a portion thereof when necessary to insure Contractor's performance is in accordance with the terms of this Agreement.

f. Dispute Resolution:
The Contract Officer will be the ultimate arbiter of disputes under this Agreement, as set out in Section Seventeen herein.

SECTION EIGHT
RESPONSIBILITIES OF CIHA

Any instructions given the Contractor by CIHA shall be given through the Contract Officer or his or her designee; and CIHA shall furnish all necessary surveys and easements, which may be required for Contractor to complete the job. CIHA reserves the right to let other contracts in connections with the Work. The Contractor shall cooperate with all other contractors to the effect that their work shall not be impeded by Contractor’s construction activities, and shall give them access to the Work site necessary to perform their contract.

SECTION NINE
RESPONSIBILITIES OF CONTRACTOR

Contractor's duties and rights in connection with the Work are as follows:

a. Responsibility for the Supervision of Construction:
Contractor represents that Contractor has inspected and is familiar with the Work site and the
local conditions under which the Work is to be performed. Contractor shall be solely responsible for all construction under this Agreement, including the techniques, sequences, procedures, and means for coordination of all Work of Contractor’s employees and subcontractors, and shall give all attentions necessary for such proper supervision and direction.

b. **Discipline and Employment:**
Contractor shall maintain at all times strict discipline among Contractor’s employees, and agrees not to employ for Work any person unfit or without sufficient skill to perform the job for which he or she was employed.

c. **Furnishing of Labor, Materials, etc:**
Contractor shall provide and pay for all labor, materials and equipment, including but not limited to tools, construction equipment machinery utilities, including water transportation, and all facilities and services necessary for the proper completion of the Work in accordance with the Contract Documents.

d. **Payment of Taxes, Procurement of Licenses and Permits:**
Contractor shall pay any taxes required by law in connection with Work and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore.

e. **Compliance with Laws and Regulations:**
Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of the Work herein. Contractor is required to have knowledge of all applicable laws and regulations and has the responsibility to investigate and determine all applicable laws and regulations. If any of the Contract Documents are at variance therewith, Contractor shall notify the Contract Officer promptly on discovery of such variance.

f. **Responsibility for Negligence of Employees and Subcontractors:**
Contractor assumes full responsibility for acts, negligence or omissions of all Contractor’s employees on the Work, for those of Contractor’s subcontractors and their employees and subcontractors, and for those of all other persons doing Work under a contract with Contractor.

g. **Warranty of Fitness of Equipment and Materials:**
Contractor represents and warrants to CIHA that all equipment and materials used in the Work and made a part of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract Documents, of good quality, free defects, and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment and materials that are not so in conformity are defective.

h. **Furnishing of Samples and Shop Drawings:**
Contractor agrees to furnish the CIHA Contract Officer, upon request, all samples and shop drawings for consideration and approval as to conformance with the specifications of the Contract Documents and concepts of design called for therein.

i. **Cleanliness of Work Premises:**
Contractor agrees to keep the Work premises and adjoining ways free of waste materials and rubbish caused by Contractor’s Work or that of Contractor’s subcontractors. Contractor further agrees to remove all such waste materials and rubbish on termination of the Work, together with all Contractor’s tools, equipment, machinery and surplus materials. Contractor agrees on
terminating Contractor’s Work at the site to conduct general clean up operations including the cleaning of all glass surfaces, paved streets and walks, steps, and interior floors and walls.

j. Indemnity and Hold Harmless Agreement:
Contractor agrees to indemnify and hold harmless CIHA, the CIHA Contract Officer and CIHA’s agents and employees from and against all claims, damages, losses, and expenses including reasonable attorneys fees in case it shall be necessary for CIHA to commence or defend an action arising out of or associated in any way with performance of the Work herein which is:

(i) For bodily injury, illness or death, property damage including loss of use, or other damage; and

(ii) Caused in whole or part by Contractor's negligent act or omission, or that of any subcontractor, or that of any agent, employee, officer or other person employed by them or carrying out any duties or actions on their behalf.

k. Payment of Royalties and License Fees:

(i) Hold Harmless Agreement:
Contractor agrees to pay all royalties and license fees necessary for the Work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save CIHA harmless there from.

(ii) Safety Precautions and Programs:
Contractor has duty of providing for and overseeing all safety orders, precautions and programs necessary to the reasonable safety of the Work. In this connection, Contractor shall take reasonable precautions for the safety of all Work employees and other persons whom the Work might affect, all work and materials incorporated in the Work, and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations, and orders.

SECTION TEN
TIME OFF/EXTENSION OF TIME

Time is of the essence for all time requirements under this Contract. Contract times may only be extended by a change order from the CIHA Contract Officer for such reasonable time as the Contract Officer may determine when in Contract Officer’s sole opinion Contractor is delayed in Work progress by change ordered, labor disputes, fire, prolong transportation delays, injuries, or other causes beyond Contractor's control or which justify the delay.

SECTION ELEVEN
SUBCONTRACTORS

Contractor agrees to furnish the CIHA Contract Officer, prior to the commencement of Work under this Agreement, a list of subcontractors to whom Contractor proposes to award the Work to be subcontracted by Contractor. A subcontractor for the purpose of this Agreement shall be a person with whom Contractor has a direct contract for Work at the Work site. Contractor agrees not to employ a subcontractor to whose employment the Contract Officer of CIHA objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor may reasonably object. All contracts between the
Contractor and subcontractors shall conform to the provisions of the Contract Documents and shall incorporate in such subcontracts the relevant provisions of this Agreement.

SECTION TWELVE
INSURANCE

Contractor shall provide insurance as follows and shall provide to CIHA certificates verifying the indicated insurance coverage:

a. **Contractor's Liability Insurance:**
   Contractor agrees to keep in force, at Contractor’s own expense during the entire period of the Work, such liability insurance as will protect Contractor from claims under workman's compensation, and other employee benefit laws for bodily injury and death, and for property damage, that may arise out of Work under this Agreement, whether directly or indirectly by Contractor, or indirectly by a subcontractor. Such insurance shall include contractual liability insurance applicable to Contractor’s obligations under this Agreement. Proof of such insurance shall be filed by Contract with CIHA within a reasonable time after execution of this Agreement and prior to the commencement of Work by the Contractor.

b. **Builder’s Risk Insurance:**
   Contractor further agrees to purchase and maintain in full force and effect during the entire period of construction a policy of Builder's Risk Insurance for the benefit for CIHA against any claim or lawsuit CIHA for bodily injury, illness or death, or for property damage, including loss of use, or any other damage, which is caused in whole or in part by Contractor's negligent act or omission or that of a subcontractor.

c. **Waive of Work Site Property Damage Claims to Extent of Insurance Coverage:**
   CIHA and Contractor hereby waive all claims against each other for fire damage and damages from other perils only to the extent such damage is covered by Insurance coverage in existence and applicable to such damage.

SECTION THIRTEEN
CORRECTING WORK

When it appears to Contractor during the course of construction that any work does not conform to the provisions of the Contract Documents, Contractor shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in work supervised by Contractor or by a subcontractor, appearing within _____ (if left blank then the period shall be one (1) year) from the date for issuance of a certificate of substantial completion by the Contract Officer, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the Contract Documents.

SECTION FOURTEEN
WORK CHANGES

CIHA reserves the right to order Work changes in the nature of additions, deletions, or modifications, without invalidating the Agreement, and agrees to make corresponding adjustments in the Contract Price and time for completion. Any such changes will be authorized by the written change order signed by the Contract Officer. The change order will include conforming changes in the Agreement and completion time. Work shall be changed, and Contract Price and completion time shall be modified only as set out in the written change order. Any adjustments in the Contract Price resulting in a credit or charge to CIHA shall be determined by the mutual agreement of the parties to this Agreement, prior to starting the work involved in the change.
SECTION FIFTEEN  
TERMINATION

This Agreement may be terminated by CIHA as follows:

a. **Termination for Cause.**
   CIHA may terminate this Agreement for cause upon written notice provided to Contractor specifying the cause of said termination. “For cause” means a breach of or default under any material provision of this Agreement. Failure to terminate for one instance of breach or default shall not be deemed a waiver of the right to terminate for a subsequent occurrence of the same or another breach or default. The failure by Contractor to perform any of its obligations hereunder, which failure continues uncured for a period of 30 days following CIHA's written notice to Contractor thereof, shall constitute an "Event of Default by Contractor" under this Agreement. After any Event of Default by Contractor, Contractor shall reimburse CIHA for all reasonable costs and expenses (including attorneys' fees) of enforcement of CIHA’s rights and remedies under this Section.

b. **Termination for Convenience.**
   Notwithstanding any other provision of this Agreement, CIHA may terminate this Agreement in whole or in part when it determines that continuing the Agreement is no longer in the best interest of CIHA. Such termination will be effected by the delivery of written notice to the Contractor of a Notice of Termination specifying the extent to which the Agreement is terminated and the effective date of the termination. If CIHA terminates for convenience under this clause, CIHA shall pay to Contractor all reasonable and proper payment for services provided up to the date of the termination provided that the Contractor submits an invoice to CIHA in writing with appropriate documentation.

SECTION SIXTEEN  
POSSESSION UPON SUBSTANTIAL COMPLETION

CIHA reserves the right to take over and utilize areas of the Work site which Contractor's Work has been substantially completed, although other portions of the contracted Work remain to be finished. In such an instance all Contractor's obligation under this Agreement shall remain in force and Contractor will remain responsible for the entire Work covered by this Agreement until the Contract Officer has issued a Certificate of Completion:

SECTION SEVENTEEN  
DISPUTE RESOLUTION

a. “Claim” as used in this Section, means a written demand or written assertion by one of the contracting parties seeking, as a matter or right, the payment of money in a sum certain, the adjustment or interpretation of Agreement terms, or other relief arising under or relating to the Agreement. A claim arising under the Agreement, unlike a claim relating to the Agreement, is a claim that can be resolved under a Agreement clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon I a reasonable time.

b. All disputes arising under or relating to this Agreement, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

c. All claims by the Contractor shall be made in writing and submitted to the CIHA Contracting Officer for a written decision. A claim by CIHA against the Contractor shall be subject to a written decision by the Contracting Officer.

d. The Contracting Officer shall, within 60 days after receipt of the request, decide the claim or notify the
Contract for Construction

Contractor of the date by which the decision will be made.

e. The Contracting Officer’s decision shall be final unless the Contractor appeals in writing to a higher level in CIHA in accordance with CIHA’s policy and procedures. In the event that CIHA does not have a policy and procedures for such an appeal, an appeal may be made to the Board of Commissioners or other governing body of CIHA. Such appeal must be made within 30 days after receipt of the Contracting Officer’s decision.

f. The Contractor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Agreement, and comply with any decision of the Contracting Officer.

g. Nothing in this Agreement, or any action taken by CIHA or any of its agents or employees in connection with this Agreement shall be deemed to be a waiver of the sovereign immunity of CIHA unless such waiver is explicit and in writing, and fully complies with all CIHA, Tribal, and federal requirements for the waiver of such immunity.

h. The Tribal Court of the Colville Confederated Tribes shall have exclusive jurisdiction over any suit that may be filed relating to the Agreement, provided that this designation shall not be deemed to be a waiver of the sovereign immunity of CIHA.

SECTION EIGHTEEN
INDIAN PREFERENCE (SECTION 7(b) CLAUSE)

a. The Work to be performed under this Agreement is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)) (the Indian Act). Section 7(b) requires that to the greatest extent feasible:

(i) Preferences and opportunities for training and employment shall be given to Indians; and

(ii) Preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

b. Contractor shall comply with the provisions of section 7(b) of the Indian Act.

c. In connection with this Agreement, Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.

d. Contractor shall include the section 7(b) clauses set forth in Section Eighteen of this Agreement in every subcontract in connection with the Work, and shall, at the direction of CIHA take appropriate action pursuant to the subcontract upon a finding by the recipient or HUD that the subcontractor has violated the section 7(b) clause of the Indian Act.

SECTION NINETEEN
EMPLOYMENT AND LABOR STANDARDS

a. Contractor shall comply with all applicable federal and state laws regarding employment discrimination and Indian preference and the Colville Tribal Employment Rights Ordinance, and shall require the same of all subcontractors.

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

(ii) (A) Any class of laborers or mechanics, including helpers, which is not listed in the wage
determination and which is to be employed under the Agreement shall be classified in conformance with
the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits
therefor only when all the following criteria have been met:
(1) The work to be performed by the classification requested is not performed by a classification in the
wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the
wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or
their representatives, and HUD or its designee agree on the classification and wage rate (including the
amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or
its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration,
U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative,
will approve, modify, or disapprove every additional classification action within 30 days of receipt and so
advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional
time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their
representatives, and HUD or its designee do not agree on the proposed classification and wage rate
(including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer
the questions, including the views of all interested parties and the recommendation of HUD or its
designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or
an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or
its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs
(b)(ii)(B) or (C) of this clause shall be paid to all workers performing work in the classification under this
Agreement from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics
includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the
benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(c) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Agreement or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the Work, all or part of the wages required by the Agreement, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(d) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the Work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under this Section. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Agreement and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under this Section and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Work during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the “Statement of Compliance” required by this Section.

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

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

(e) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be
paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(g) **Agreement Termination; Debarment.** A breach of the labor standards clauses in this Agreement may be grounds for termination of the Agreement and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(h) **Compliance with Davis-Bacon and related Act Requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

(i) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the Dispute Resolution provisions of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and CIHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

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

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) **Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the Agreement, is inapplicable to the Agreement and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the Agreement whenever such non-Federal prevailing wage rate exceeds:

(i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**SECTION TWENTY**

**MISCELLANEOUS TERMS AND CONDITIONS**

a. **Lead-Based Paint Poisoning Prevention.** Contractor will comply with the lead-based paint poisoning prevention requirements set out in 24 CFR 1000.40.

b. **Section 3 of the Housing and Urban Development Act of 1968.** Contractor will comply with Section 3 of the Housing and Urban Development Act of 1968, as required by 24 CFR 1000.42, but not in derogation of the Indian preference requirements set out in Section Eighteen of this Agreement.

c. **Use of Debarred, Suspended or Ineligible Subcontractors.** Contractor will comply with the prohibitions set out in 24 CFR Part 24, 24 CFR 85.35, Executive Order 12549, and 7 CFR 3016.35, as well as any Tribal or CIHA requirements, with regard to the use of debarred, suspended or ineligible subcontractors. Contractor certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor will not contract with any Consultant for the Work if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by CIHA.

d. **Drug-Free Workplace.** Contractor will comply with the Drug-Free Workplace Act of 1988, HUD’s implementing regulations at 24 CFR Part 24, and any tribal requirements as set out in 24 CFR 1000.46.

e. **Equal Employment Opportunity.** Contractor will comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), consistent with the Indian preference requirements set out in Section 7, above.

f. **No Liens.** Contractor and all subcontractors shall ensure that no mechanic’s or other liens are filed against CIHA’s property arising out of work performed under this Agreement or for any other purpose. In the event that a lien is filed against CIHA’s property, Contractor and all subcontractors shall, at CIHA’s request, at any time that Contractor is disputing the validity or amount of such lien, provide a bond or other security reasonably acceptable to CIHA in the amount of such lien.
g. **Assignment.** Neither party may assign this Agreement or any interest in this Agreement without the express prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that CIHA may assign its rights under this Agreement to an affiliate of CIHA or to the Colville Confederated Tribes in the event of a merger, reorganization, or consolidation as a result of which CIHA is not a surviving legal entity. In the event of any such assignment by either party, that party’s assignee shall have all the rights, powers, privileges, remedies and obligations of the assigning party set forth in this Agreement. This Agreement shall be binding upon and inure to the benefit of CIHA and Contractor and their respective permitted successors and assigns.

h. **Copyrights and Rights in Data.** The United States Department of Housing and Urban Development reserves an irrevocable, non-exclusive, and royalty-free license to reproduce, publish, or otherwise use, for Federal government purposes only and to the extent otherwise permitted by law, 

(i) the copyright in any work developed under a grant or subgrant, or contract under a grant or subgrant, and 

(ii) any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.

i. **Examination and Retention of Contractor’s Records.**

(i) CIHA, HUD, and the Comptroller General of the United States, and any of their duly authorized representatives, shall, until three years after final payment is made under this Agreement, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions.

(ii) Contractor agrees to include in all subcontracts under this Agreement at any tier a clause substantially the same as the immediately preceding paragraph.

(iii) The periods of access and examination in the two immediately preceding paragraphs above for records relating to (A) appeals under the disputes clause of this Agreement, (B) litigation or settlement of claims arising from the performance of this Agreement, or (C) costs or expenses of this Agreement to which CIHA, HUD, or the Comptroller General or any of their duly authorized representatives have taken exception shall continue until the disposition of such appeals, litigation, claims, or exceptions, or until the end of the three year period in subparagraph (i), whichever is later.

j. **Environmental Laws and Regulations.** Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

k. **Energy Policy and Conservation Act.** Contractor shall comply with all applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

l. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter covered by this Agreement and supersedes all previous discussions, negotiations, oral or written, representations, statements, arrangements, agreements and understandings, if any, by and between the parties with respect to the subject matter covered by this Agreement other than those herein, and any such discussions, negotiations, oral or written, representations, statements, arrangements, agreements and understandings are hereby canceled and terminated in all respects. This Agreement may not be amended, changed or modified except by a writing duly executed by the parties hereto or their duly authorized representatives. The parties have made no representations or warranties not expressly set forth in this Agreement.
m. **Severability.** In the event any provision of this Agreement or the application thereof to any circumstance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed to be limited or reduced so as to be enforceable to the maximum extent allowed by applicable law as it shall then be in force, and if such construction shall not be feasible, then such provision shall be deemed to be deleted herefrom in any action before that court, and all other provisions of this Agreement shall remain in full force and effect.

n. **No Third Party Beneficiaries.** Neither this Agreement nor any provision hereof, nor any document or instrument executed or delivered pursuant hereto, shall be deemed to create any right in favor of or impose any obligation upon any person or entity other than the parties hereto and their respective permitted successors and assigns, except for those provisions which recognize the rights of certain agencies of the United States.

o. **Limitation of Damages.** Except as expressly set forth herein, in any action or proceeding arising out of, relating to or concerning this Agreement, including, without limitation, any claim of breach of contract, CIHA’s liability shall be limited to compensatory damages proximately caused by such breach and CIHA shall not, under any circumstances, be liable to Contractor for consequential, incidental, indirect or special damages, including but not limited to lost profits or income, even if such party has been apprised of the likelihood of such damages occurring.

p. **Independent Contractor.** The parties intend that each of them is and shall remain independent contractors with respect to services and items being provided hereunder. This Agreement is not intended to create a partnership or joint venture between the parties, and nothing in this Agreement shall be construed as creating a relationship of employer and employee between the parties. No agent, employee or representative of any party shall be construed or deemed an agent, employee or representative of the other.

q. **Ownership of Documents.** All documents created or prepared under this Agreement are the property of CIHA and are not to be used by the Contractor or any sub-subcontractor except in connection with the work performed under this Agreement.

r. **Copyrights and Rights in Data.** The United States Department of Housing and Urban Development reserves an irrevocable, non-exclusive, and royalty-free license to reproduce, publish, or otherwise use, for Federal government purposes only and to the extent otherwise permitted by law, (a) the copyright in any work developed under a grant or subgrant, or contract under a grant or subgrant, and (b) any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.

s. **Records.** Contractor and all subcontractors shall maintain accurate records detailing the costs which constitute the cost of the services provided, and shall make such records available to CIHA, upon reasonable notice and at reasonable times, for audit, such audit to be at CIHA’s expense.

t. **Safety.** Contractor and all subcontractors shall take necessary precautions for the safety of its employees and shall comply with all applicable provisions of federal and tribal safety laws to endeavor to prevent accidents or injury to persons on, about, or adjacent to the locations where services are performed. Contractor, however, shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from work carried on by the CIHA or its separate contractors, or their respective employees, agents, contractors or tenants. CIHA agrees to cause its employees, agents, separate contractors and tenants to abide by and fully adhere to all applicable provisions of federal and tribal safety laws and regulations.

u. **Licenses and Permits.** Contractor hereby represents and warrants that all of its employees, officers, and agents possess the licenses and permits necessary under applicable law to perform the Work under this Agreement.
v. **Copeland Anti-Kickback Act.** Contractor and all subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

w. **Contract Work Hours and Safety Act.** Contractor and all subcontractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).

x. **E-Verify.** Contractor and any subcontractors shall register and utilize the Department of Homeland security E-Verify employee verification program.

IN WITNESS WHEREOF, the parties have executed this Agreement at Nespelem, Colville Indian Reservation, on the date indicated.

Colville Indian Housing Authority

__________________________________

Brook B. Kristovich, Executive Director

__________________________________

Date

Contractor

__________________________________

Owner/Partner

__________________________________

Date
(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data.
To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.
General Decision Number: WA190084 01/04/2019  WA84

Superseded General Decision Number: WA20180109

State: Washington

Construction Type: Residential


Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number     Publication Date
0             01/04/2019

* SHEE0066-051 06/01/2017

Rates          Fringes

SHEET METAL WORKER (HVAC Duct Installation Only)
FERRY, GARFIELD, LINCOLN COUNTIES...............$ 44.69 23.96
WHITMAN COUNTY.....................$ 29.42 20.84

SUWA2011-004 06/27/2014

Rates          Fringes

CARPENTER.........................$ 17.56 0.00
CEMENT MASON/CONCRETE FINISHER...$ 35.30 0.00
ELECTRICIAN......................$ 19.00 3.17
LABORER:  Common or General......$ 17.34             0.00
OPERATOR:  
Backhoe/Excavator/Trackhoe.......$ 34.28             0.00
PAINTER (Brush, Roller, and 
Spray)...........................$ 16.00             0.00
PLUMBER..........................$ 26.72             3.30
ROOFER...........................$ 26.11             0.00
TRUCK DRIVER:  Dump Truck.......$ 20.87             5.22

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

================================================================
END OF GENERAL DECISION
4.13.6 Disposal
(b) All building contractors and any person as defined by Section 4.13.6.2(k) are required by this Chapter to submit to the department for review and approval a Solid Waste Disposal Plan prior to commencement of work to dispose of work site waste materials through the department or at the nearest approved landfill. The department shall issue a notice of non-compliance to any building contractor who fails to submit the plan, and impose a fine of $100 per day for each day that the Solid Waste Plan is not submitted to the department.
(Amended 11/7/02, Resolution 2002-675)

YOU MUST SUPPLY RECEIPTS FROM THE LAND FILL YOU DISPOSE OF WASTE AT TO THE SOLID WASTE ENFORCEMENT OFFICER AT THE COLVILLE TRIBES PLANNING DEPARTMENT WITHIN 5 DAYS OF DISPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN FINES AS A RESULT OF ILLEGAL DUMPING.

Property Owner: Colville Indian Housing Authority Project Name: #0066 ACM Abatement Project
Prime Contractor: ___________________________ Address: ___________________________
Company Rep: ___________________________ Phone Number: ___________________________
Sub-Contractors: ____________________________________________________
(Include Names, Phone Numbers and Addresses)
Site Location: ___________________________ #0066 Nespelem Community Site, Nespelem, WA 99155
Scope of Work:
Survey performed has identified asbestos containing flooring. Project will be to remove contaminated flooring using class II work methods.

Start Date: ___________________________
<table>
<thead>
<tr>
<th>WASTE CHARACTERIZATION</th>
<th>AMOUNT</th>
<th>DISPOSAL SITE *</th>
<th>RECT RECD @ PLANNING</th>
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<td>Cement</td>
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<td>Plastic – Type</td>
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- Sample Disposal Sites Near the Colville Indian Reservation: Okanogan County Land Fill, Okanogan WA
  Stevens County Land Fill, Kettle Falls, WA
  Delano Land Fill, Grand Coulee, WA
  Graham Road – Airway Heights, WA

** Treated/painted wood, solvents, paints, etc.

▼▼▼NOTICE TO PROCEED▼▼▼

Contractor/Subcontractor Representative Signature and Date:

Solid Waste Manager/Enforcement Officer Approval Signature and Date: