

REQUEST FOR QUOTATIONS
On-site Septic System Replacement Project
CIHA Maintenance Shop: 173 Moccasin Flats
Omak, WA 98841

Description:

Furnish Labor and Materials for work on CIHA Maintenance Shop on-site septic system:

- 1. Abandon existing Septic Tank.**
- 2. Abandon existing Drain Field.**
- 3. Install one (1) new Septic Tank.**
- 4. Install new Transport Pipe/Manifold.**
- 5. Install one (1) new Drain Field.**
- 6. Grade and Restore Site.**
- 7. Cleanup and Disposal**

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. Non collusive affidavit (**filled out and submitted with quote**)
3. Statement on Indian Preference (**filled out and submitted with quote**)
4. Representations, Certifications, and other statements of bidders. (**Filled out and submitted with quote**)
5. CCT Solid Waste Permit Application (**filled out and submitted with quote**)
6. Maintenance project contract w/general conditions (Sample)
7. SAM Registry Clause (must have an active Unique Entity Identifier number)
8. HUD Determined Non-Routine Wage Rates

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

Faxed copies or e-mailed PDF version of proposals are acceptable. CIHA is not responsible for incomplete or late fax transmissions. FAX # (509) 634-2335/ E-mail: toria.jackson.hsg@colvilletribes.com

CIHA will receive quotations no later than 3:00 PM (local time), June 11, 2024

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 on May 28 at 1:00 P.M. at 173 Moccasin Flats HUD Rd. Omak WA 98841.

Google Maps location for the site: 173 Moccasin Flats HUD Road, Omak, WA
<https://maps.app.goo.gl/EzJgnNtqWj9tV81m8>

Quotations must be submitted on the Form of Quotation, along with all attachments, as required in the Contract Documents and Specifications.

Hard copies of quotations must be delivered to:

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

Or Fax copies: FAX # (509) 634-2335

Or Electronic copies: E-mail: toria.jackson.HSG@colvilletribes.com

CIHA reserves the right to reject any and all proposals or to cancel or modify this RFQ 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 2 CFR Part 200.

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 Eric Eberlein at (509) 634-2198 or e-mail: eric.eberlein.hsg@colvilletribes.com

SCOPE OF WORK AND PROVISIONS TO THE CONTRACT

On-site Septic System Replacement Project CIHA Maintenance Shop: 173 Moccasin Flats Omak, WA 98841

Description:

- 1. Abandon existing Septic Tank.**
- 2. Abandon existing Drain Field.**
- 3. Install one (1) new Septic Tank.**
- 4. Install new Transport Pipe/Manifold**
- 5. Install one (1) new Drain Field.**
- 6. Grade and Restore Site.**
- 7. Cleanup and Disposal.**

Start of Schedule Requirements

Schedule of completion may not exceed 10 consecutive calendar days.

End of Schedule Requirements

Start of Scope of Work

Furnish all labor, equipment, materials and permits to:

1. Abandon Existing Septic Tank:

Abandon existing septic tank per code. Installer to provide pump receipt and photo verification.

Existing tank is partially under Maintenance Shop concrete slab floor. Care must be taken to not damage existing concrete slab or building. Any damage to be repaired by Contractor at no cost to CIHA. The existing transport pipe to the abandoned septic tank will be reused, take care to not damage.

2. Abandon Existing Drain Field:

The existing drain field will be abandoned when the transport pipe from the existing septic tank is abandoned. Due to uncertainty about the exact location of the drain field to be abandoned, field modifications may be necessary for the location of the new septic tank and drain field components. Field modifications must be approved by the local AHJ.

3. Install New Septic Tank:

Install new septic tank per B&W On-Site LLC design dated 04/11/2024, see attached design.

The septic tank shall consist of a 1000 gallon, two-compartment tank provided by a manufacturer on the Washington State approved tank list. The tank shall be fitted with inlet and outlet T's and a Polylok PL-68 effluent filter (or equivalent). The septic tank shall be fitted with waterproof risers and locking lids to ground level. A traffic rated septic tank and lid may be required if soil cover exceeds the maximum depth allowed by the tank manufacturer.

4. Install New Transport Pipe/Manifold:

Install new transport pipe/manifold per B&W On-Site design dated 04/11/2024, see attached design. All transport pipe shall be 4" diameter and meet or exceed ASTM 3034. One (1) cleanout shall be installed for every 100 feet and at every 90 degree turn between the building and the septic tank. Transport pipe from the building to the septic tank must maintain a slope of 1/4" or greater. A minimum slope of 1/8" per foot must be maintained from the septic tank outlet to pump chamber inlet. **Any 4" transport line crossing under roads, driveways or other vehicular paths shall be encased in 6: schedule 40 PVC.**

5. Drain Field:

Install new drain field per B&W On-Site LLC design dated 04/11/2024, see attached design. The drain field will be installed at a maximum depth of 36". The trench floor shall be excavated level (from end to end) to a maximum depth of 36". The drain field shall consist of 133 feet of drain field in a 20 foot by 31 foot bed, with level loop of 4" ASTM 2729 perforated pipe. Six inches of 3/4"- 2 1/2" of clean/washed approved drain rock shall be placed in the bottom of the bed and leveled. Drain field pipe shall be perforated 4" ASTM 2729, installed level with the outlets oriented at the 5:00 and 7:00 position and connected at the distal end of each lateral. An additional 4" layer of approved drain rock shall be placed around the perforated pipe, followed by a fina2" layer of approved drain rock. Geotextile filter fabric (3-4 oz./square yd.) shall be placed over the drain rock followed by a maximum of 24" of backfill, contoured to promote runoff and prevent ponding over the drain field, then seeded with native grass.

6. Grade and Restore Site:

Contour all areas disturbed by construction and abandoning of septic systems to promote runoff away from drain field area and building. Level all other areas disturbed during course of project. Plant native grass to all areas disturbed by construction.

7. Cleanup and Disposal:

Remove all construction debris daily and dispose of per approved Solid Waste Plan.

All work will be in conformance with the attached design documents for each system as prepared by B&W ON-SITE LLC and dated 04/11/2024

1. The contractor is responsible to secure the site and to keep persons, animals and personal property of the resident safe from any potential danger as a result of the conditions on the site and the work being performed.



Washington Call
Before You Dig

2. 811 or 1-800-424-5555 <http://www.callbeforeyoudig.org/washington>

Attachments:

- 1. Design for Conventional Gravity On-site Septic System: 173 Moccasin Flats HUD Rd, Omak, WA
- 2. Components
- 3. Homeowners Operations and Maintenance Guide

End of Scope of Work

Provisions to the Contract:

- A. The contractor is responsible for contacting the Tribal Employment Rights Office (TERO) and confirm their requirements regarding contracting on the Colville Indian Reservation. The Colville Indian Housing Authority will support TERO in their implementation and enforcement of their program in connection with contract work. The contractor will provide the authorized TERO Compliance and Utilization Plan to CIHA before beginning work. All fees and cost related to TERO should be considered when preparing a cost estimate for work.
- B. 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.
- C. To the greatest extent possible, protect all trees, bushes, 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.
- D. All debris and salvage become the property of the contractor and must be removed from the site and dumped in an approved area as required by CCT CHAPTER 4-13 Solid Waste.
- E. No payment for work will be made until work has been inspected and approved by the contracting officer or designated representative. Request for payments will be made on the approved form provided by CIHA.
- F. The contractor will furnish all manpower, tools, scaffolding, vehicles, and safety equipment as required by T.O.S.H.A., as well as any other equipment necessary to complete the clean-up work as described.
- G. The Contractor shall provide all labor, materials, and equipment necessary for protection of personnel, equipment, furnishings, buildings, and facility accessories (such as parking lots, fences, etc.) from damage. Fixed items shall be removed, if necessary, and replaced in their original locations. Equipment, furnishings, buildings, and facility accessories damaged due to work performed under the scope of work shall be repaired or replaced to their original construction and finish by this Contractor at no additional cost to CIHA.
- H. 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.
- I. Before submitting a quote, each bidder shall carefully examine the Drawings, read the specifications and all addenda and visit the site of the work. Each bidder shall fully inform themselves prior to submitting a bid as to all existing conditions and limitations under which is to be performed. No allowance will be made to any Bidder because of lack of such examination or knowledge. Submission of a quote, it will be construed as conclusive evidence that the Bidder has made such examination.

End Provisions to the Contract:

**Design For
Conventional Gravity
On-site Septic System**

Prepared For

**Colville Confederated Tribe
173 Moccasin Flat.
Omak, WA**

**Prepared By
B&W ON-SITE LLC**

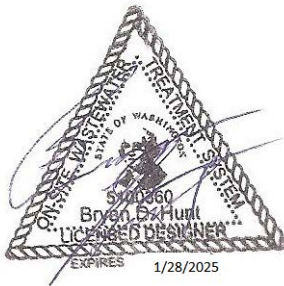
1852 East Ivy
Colville, WA 99114
Phone 1-509-680-0605
www.bwonsite.com
septicdesign@live.com

**Installer
To Be Determined**

Designer Certification Statement

The attached design has been prepared in accordance with the Washington State Department of Health and all rules and regulations outlined in WAC 246-272A On-site Sewage Systems.

Bryan Hunt
Licensed Designer
Lic#5100360

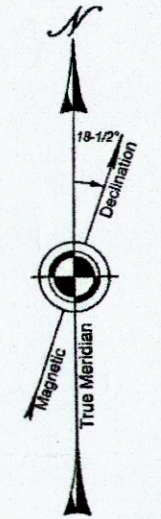
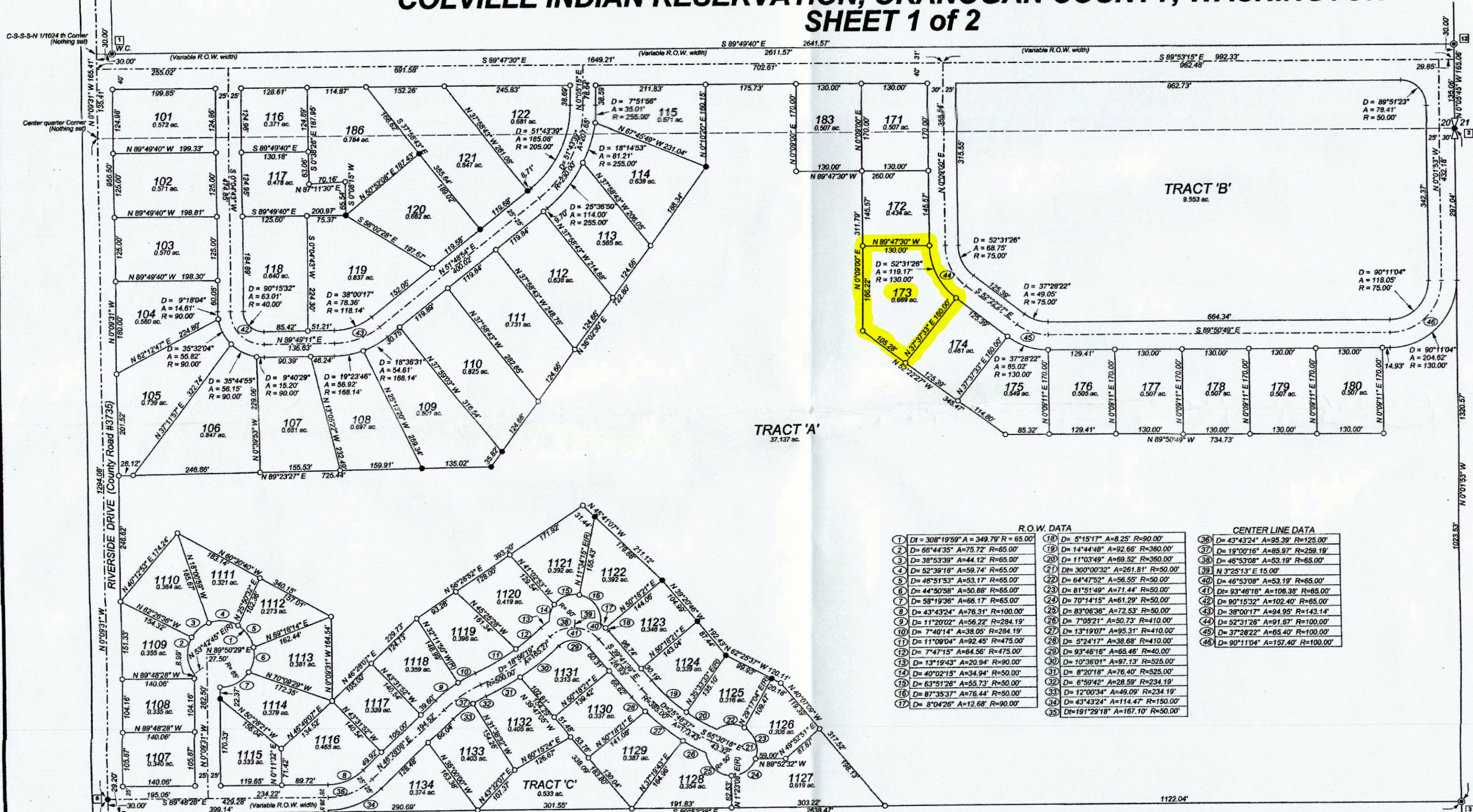


Property Information



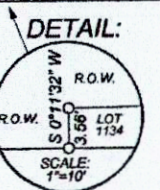
MOCCASIN FLAT / LONE PINE HOMES HUD COMMUNITY SITE

Within the S1/2 S1/2 S1/2 S1/2 NE1/4 and the N1/2 SE1/4
SECTION 20, T.34 N., R.27 E., W.M.
COLVILLE INDIAN RESERVATION, OKANOGAN COUNTY, WASHINGTON
SHEET 1 of 2



BASIS OF BEARING:
The direction of lines are based on true meridian as derived by Global Positioning System (GPS) observations.

R.O.W. DATA			CENTER LINE DATA		
1) D=308'19.59" A=349.79' R=65.00'	18) D=5'15.17" A=8.25' R=90.00'	36) D=43'43.24" A=95.39' R=125.00'			
2) D=66'44.35" A=75.72' R=65.00'	19) D=14'44.48" A=92.66' R=360.00'	37) D=19'00.16" A=85.97' R=299.19'			
3) D=38'53.39" A=44.12' R=65.00'	20) D=11'03.49" A=69.52' R=360.00'	38) D=46'53.06" A=53.19' R=65.00'			
4) D=52'39.18" A=59.74' R=65.00'	21) D=300'00.32" A=261.81' R=50.00'	39) N 3'25.13" E 15.00'			
5) D=46'51.33" A=53.17' R=65.00'	22) D=64'47.52" A=56.55' R=50.00'	40) D=46'53.06" A=53.19' R=65.00'			
6) D=44'50.98" A=50.88' R=65.00'	23) D=81'51.49" A=71.44' R=50.00'	41) D=93'46.16" A=106.38' R=65.00'			
7) D=58'19.36" A=66.17' R=65.00'	24) D=70'14.15" A=61.29' R=50.00'	42) D=90'15.32" A=102.40' R=65.00'			
8) D=43'43.24" A=76.31' R=100.00'	25) D=83'06.36" A=72.53' R=50.00'	43) D=38'00.17" A=84.95' R=143.14'			
9) D=11'20.02" A=56.22' R=284.19'	26) D=7'09.21" A=50.73' R=410.00'	44) D=52'31.26" A=91.67' R=100.00'			
10) D=7'40.14" A=38.05' R=284.19'	27) D=13'19.07" A=53.31' R=410.00'	45) D=37'28.22" A=85.40' R=100.00'			
11) D=11'09.04" A=92.45' R=475.00'	28) D=5'24.17" A=38.68' R=410.00'	46) D=90'11.04" A=157.40' R=100.00'			
12) D=7'47.15" A=64.56' R=475.00'	29) D=93'46.16" A=85.46' R=40.00'				
13) D=13'19.43" A=20.94' R=90.00'	30) D=10'36.01" A=67.13' R=525.00'				
14) D=40'02.15" A=34.94' R=50.00'	31) D=8'20.71" A=76.40' R=525.00'				
15) D=63'51.26" A=55.73' R=50.00'	32) D=6'59.42" A=28.59' R=234.19'				
16) D=87'35.37" A=76.44' R=50.00'	33) D=12'00.34" A=49.09' R=234.19'				
17) D=8'04.26" A=12.68' R=90.00'	34) D=43'43.24" A=114.47' R=180.00'				
	35) D=191'29.16" A=167.10' R=50.00'				



- LEGEND**
- ◻ = FOUND QUARTER SECTION CORNER (SEE CORNER NOTES)
 - = FOUND EXISTING INDIAN ALLOTMENT CORNER (SEE CORNER NOTES)
 - = FOUND IA MONUMENT USED AS WITNESS CORNER (SEE CORNER NOTES)
 - = UNLESS OTHERWISE NOTED, FOUND AND ACCEPTED EXISTING 5/8" REBAR PER REF. 3
 - = SET CORNER THIS SURVEY: A 5/8" x 24" REBAR WITH RED NYLON CAP STAMPED LS #20855 FLUSH WITH GROUND
 - = SET WITNESS CORNER THIS SURVEY: A 2 1/2" x 30" STAINLESS STEEL PIPE WITH 3 1/2" BRASS CAP (SEE CORNER NOTES)
 - = CORNER INDEX NUMBER (SEE CORNER NOTES)



SURVEYOR'S CERTIFICATE:
This map correctly represents a survey performed by me, or under my direction, in accordance with the Survey Recording Act at the request of:
Colville Confederated Tribes, from January to July, 2005
Grant D. Tolton, P.L.S., certificate no. 20865

AUDITOR'S CERTIFICATE:
Filed for record this 26th day of Oct 2005, at 10:23 A.M. page 100, book E-1, of Surveys, at the request of: Colville Confederated Tribes
AUDITOR'S FILE NO: 3045702
by Shoney Hutton, Deputy
Okanogan County Auditor

MID-MOUNTAIN SURVEYORS
Grant D. Tolton
Professional Land Surveyor
4 Mid-Mountain Ln.
Republic, WA 99166
(509) 775-3563
email@mid-mtn.com

FILENAME: C:\AJOBS2005\MOCCASIN_F1.DRAWING\MOCCASIN_F.DRG	DATE: 10/19/05	JOB CODE: 05-004
DRAWN BY: EGF & GDT	REVISION:	SHEET: 1 OF 2

See Sheet 2 of 2 for:
CORNER NOTES:
REFERENCES:
NARRATIVE:
DESCRIPTIONS:

U.S. Feet (ft.) 0 50' 100' 200' 300' 400'
Meters (M.) 0 50 100 200 300 400
SCALE: 1" = 100'

COPY

JOB NO <u>Smak Shop</u>	CLIENT		TEST PIT NO.
DATE <u>2/5/24</u>	BY <u>JM</u>	ELEVATION	<u>TP-1</u>
CONTRACTOR			SHEET of

sample number	sample depth	moisture	depth in feet	USCS code	SURFACE CONDITIONS
					NOTE: DEPTH OF TOPSOIL & SOD <u>4"</u>
			0		
			1		<u>DK brown sandy loam with some gravel (Fill)</u>
			2		
			3		
			4		<u>DK sandy loam, medium dense, moist</u>
			5		<u>Brown</u>
			6		
			7		
			8		
			9		
			0		
			1		
			2		
			3		
			4		
			5		
			6		
			7		
			8		
			9		
			0		

Test Pit terminated at 5 feet below existing grade. (NO) Groundwater (table / seepage) encountered at _____ feet during excavation.

Introduction:

B&W ON-SITE LLC has been contacted by **Eric Eberlein**, to design a **replacement onsite-septic system for an existing shop at 173 Moccasin Flat**. Test hole results provided, indicated **Type 4 soils with >36" of vertical separation**.

The property is served by a public water system and the septic system will be designed to treat residential strength effluent in the amount of **120 gallons per day based on US EPA 15 gallons/day per employee with a max of 8 employees**. **Treatment will be provided by a conventional gravity drainfield and will be comprised of the following components:**

Septic Tank:

The septic tank shall consist of a **1,000 gallon, two-compartment tank** provided by a manufacturer on the Washington State approved tank list. The tank shall be fitted with inlet and outlet T's and a Polylok PL-68 effluent filter (or equivalent). The septic tank shall be fitted with waterproof risers and locking lids to surface. A traffic rated septic tank and lid may be required if soil cover exceeds the maximum depth allowed by the tank manufacturer.

Existing tank to be abandoned per code. Installer to provide pump receipt and photo verification

Transport Pipe/Manifold

All transport pipe shall be 4" diameter and meet or exceed ASTM 3034. One (1) cleanout shall be installed for every 100 feet and at every 90-degree turn between the **house** and the septic tank. Transport pipe from the house to the septic tank must maintain a slope of 1/4" per foot or greater. A minimum slope of 1/8" per foot must be maintained from the septic tank outlet to pump chamber inlet. **Any 4" transport line crossing under roads, driveways or other vehicular paths shall be encased in 6" schedule 40 PVC.**

Drain Field:

The soils observed in the **test hole** consisted primarily of **Type 4 and are suitable for conventional gravity distribution with >36" of vertical separation**. **The drainfield will be installed at a maximum depth of 36"**. The designed loading rate for the system will be **0.6 gallons/square foot/day**. The drain field shall consist of 133' of drainfield in a **20'x31' bed** level loop of 4" ASTM 2729 perforated pipe. **The trench floor shall be excavated level (from end to end) to a maximum depth of 36"**. Six inches of 3/4"-2 1/2" of clean/washed drainrock (approved drainrock) shall be placed in the bed and leveled. Drain field pipe shall be perforated 4" ASTM 2729, installed level with the outlets oriented at the 5:00 and 7:00 position, and connected at the distal end of each lateral. An additional 4" layer of approved drainrock shall be placed around the perforated pipe, followed by a final 2" layer of approved drainrock. Geotextile filter fabric (3-4 oz/square yard) shall be placed over the drain rock followed by a maximum of 24" of backfill, contoured to promote runoff and prevent ponding over the drainfield, then seeded with native grass. Flow from foundation drains and rain gutter downspouts shall be directed in a manner which will not impact the drainfield. Roadways shall be constructed with storm

water drainage ditches which direct run-off away from the drainfield area. The property owner shall bear the responsibility of protecting both the drain field and replacement area from compaction by vehicles, livestock or other construction activities. The property owner shall also be responsible for maintaining storm water drainage ditches, foundation drains and rain gutters in order to protect the drainfield area from being impacted from precipitation events.

General Construction Notes:

1. System will be installed by **To Be Determined**.
2. Installation shall not commence without a valid permit from the Colville Confederated Tribe (CCT). Installer shall have a copy of approved design and installation permit on site at all times during construction.
3. Installer to verify site conditions prior to beginning work. Please contact designer at 1-509-680-0605 to report any discrepancies or changes in site conditions.
4. Installer to call an Underground Utility Location service at least two working days prior to beginning work.
5. All setbacks identified in the attached DOH publication 333-177 (Table IV Minimum Horizontal Separations) must be maintained.
6. No modifications or substitutions other than those explicitly identified as (“installer option”, “similar/or equivalent”, “fit as needed” “+/-“ or “approximate”) shall be made without prior approval of the designer. **Major deviations in installation which require design modification, resubmittal or additional site visits will result in design modification charges billed at a rate of \$125.00/hour (2 hour minimum)**. In addition, all resubmittals must be reviewed and receive approval from SRHD.
7. Systems requiring electrical wiring must be inspected by L&I prior to testing.
8. Installer shall contact CCT to schedule a final inspection.
9. System may not be covered or utilized until final approval has been received from CCT.
10. This system is designed to serve an existing shop **with a daily residential strength wastewater flow of 120-gallons per day (maximum of 8 employees at 15 gal/day per employee per US EPA)**. If system is overloaded, abused, or prescribed operations and maintenance schedule is not adhered to, it may adversely affect the longevity and performance of the system and the designer shall not be held liable. The homeowner is responsible for all upkeep and maintenance as outlined in the operations and maintenance manual. Failure to properly maintain your septic system may result in failure or repairs, which will be the responsibility of the homeowner.

173 Moccasin Flat : Design Calculations/Materials

Number of Employees 8 max
 Design Flow 15 gal/employee/day 120 gal/day
 Application Rate 0.6 gal/sq. ft/day

Pipe And Rock Loop

Required Drainfield Area 200 sq. ft.
 Trench Width 3 ft
 Number of Long Laterals 3
 Long Lateral Length ea 31 ft
 Number of Short Laterals (ends) 4
 Short Laterals Length ea 10
Total Length Installed ASTM 2729 Perforated 133 ft

Components

Septic Tank 1000 gallons
 Effluent Filter 1 ea
 Polylok Risers 2
 Polylok Lids 2
 PVC Glue 1 can
 4" ASTM 3034 50 ft
 6" PVC Casing 30 ft
 Miscellaneous 4" Fittings
 Inlet/Outlet T's 2
 Geotextile 200 sq. ft.

approximate

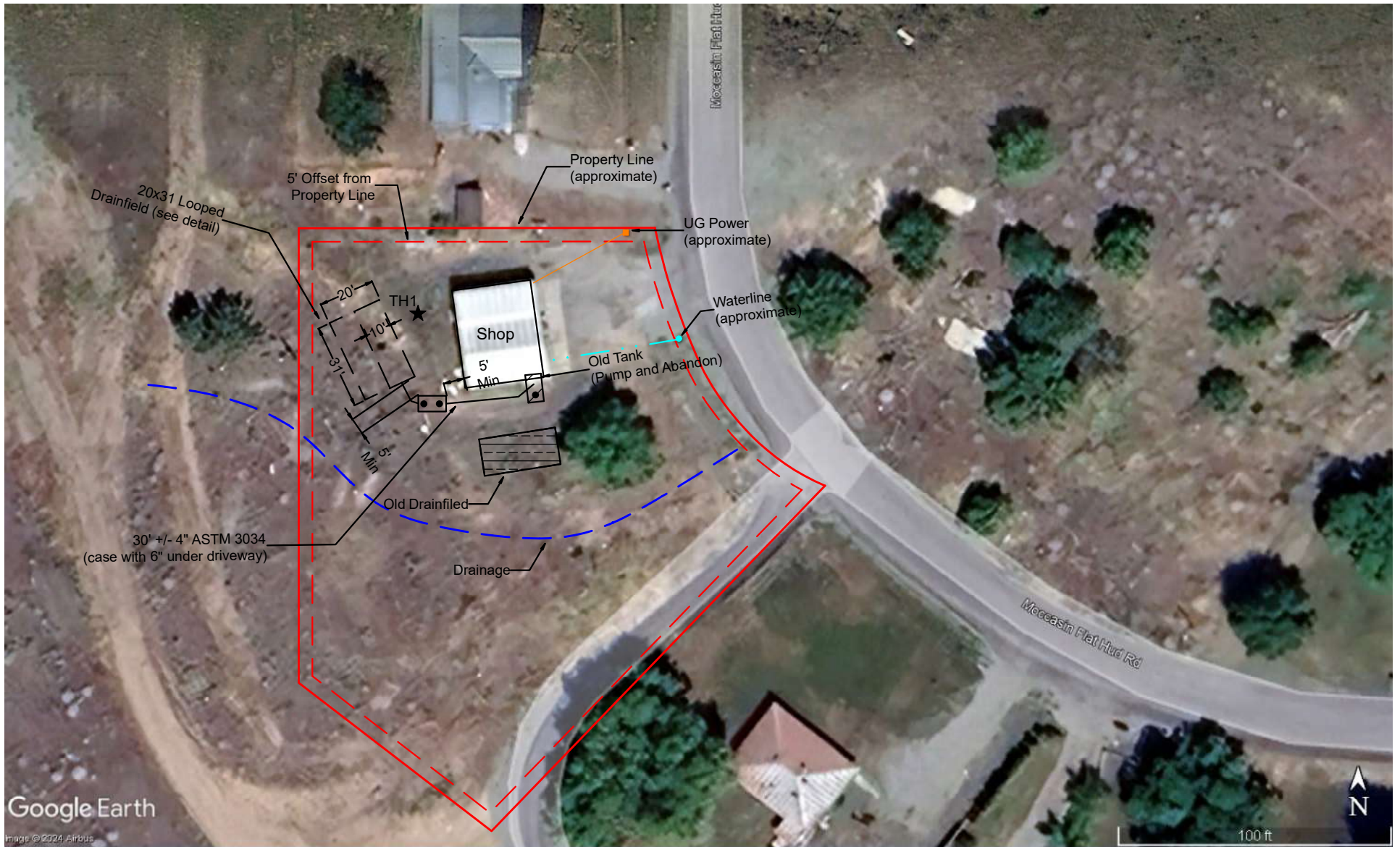


**Table IV
Minimum Horizontal Separations**

Items Requiring Setback	From edge of soil dispersal component and reserve area	From sewage tank and distribution box	From building sewer, and nonperforated distribution pipe
Well or suction line	100 ft.	50 ft.	50 ft.
Public drinking water well	100 ft.	100 ft.	100 ft.
Public drinking water spring measured from the ordinary high-water mark	200 ft.	200 ft.	100 ft.
Spring or surface water used as drinking water source measured from the ordinary high-water mark ¹	100 ft.	50 ft.	50 ft.
Pressurized water supply line	10 ft.	10 ft.	10 ft.
Decommissioned well (decommissioned in accordance with chapter 173-160 WAC)	10 ft.	N/A	N/A
Surface water measured from the ordinary high-water mark	100 ft.	50 ft.	10 ft.
Building foundation/in-ground swimming pool	10 ft.	5 ft.	2 ft.
Property or easement line	5 ft.	5 ft.	N/A
Interceptor/curtain drains/foundation drains/drainage ditches			
Down-gradient ² :	30 ft.	5 ft.	N/A
Up-gradient ² :	10 ft.	N/A	N/A
Other site features that may allow effluent to surface			
Down-gradient ² :	30 ft.	5 ft.	N/A
Up-gradient ² :	10 ft.	N/A	N/A
Down-gradient cuts or banks with at least 5 ft. of original, undisturbed soil above a restrictive layer due to a structural or textural change	25 ft.	N/A	N/A
Down-gradient cuts or banks with less than 5 ft. of original, undisturbed soil above a restrictive layer due to a structural or textural change	50 ft.	N/A	N/A
Other adjacent soil dispersal components/subsurface storm water infiltration systems	10 ft.	N/A	N/A

¹If surface water is used as a public drinking water supply, the designer shall locate the OSS outside of the required source water protection area.

²The item is down-gradient when liquid will flow toward it upon encountering a water table or a restrictive layer. The item is up-gradient when liquid will flow away from it upon encountering a water table or restrictive layer.



Note: Not a legal survey. Property lines, wetland and stream delineations approximated based on assessor maps, consultant reports and property owners description.

Elevations collected during site evaluation

Bench Mark = Water Meter

Elevations:
 Shop Grade = 100
 Tank = 99
 TH1 = 99
 Drainfield = 97

Materials:
 1000 gal Septic Tank with Risers
 20'x31' Looped Drainfield
 Effluent Filter

Construction Notes:
 5' Min Setback to Property Lines
 5' Min 4" ASTM 3034 House/Shop to Tank
 Cleanout Between House/Shop & Tank
 10' Separation Between Water/Sewer Lines
 1/4" Min Slope House/Shop to Tank
 1/8" Min Slope Tank to Drainfield
 Flow From Roof, Foundation Drains, Rain
 Gutters and Road Drainage To be Directed
 Away From Drainfield

#For Sand Lined System#
 Installer to provide C-33 certification
 at time of final inspection



CLIENT: 173 Moccasin Flat

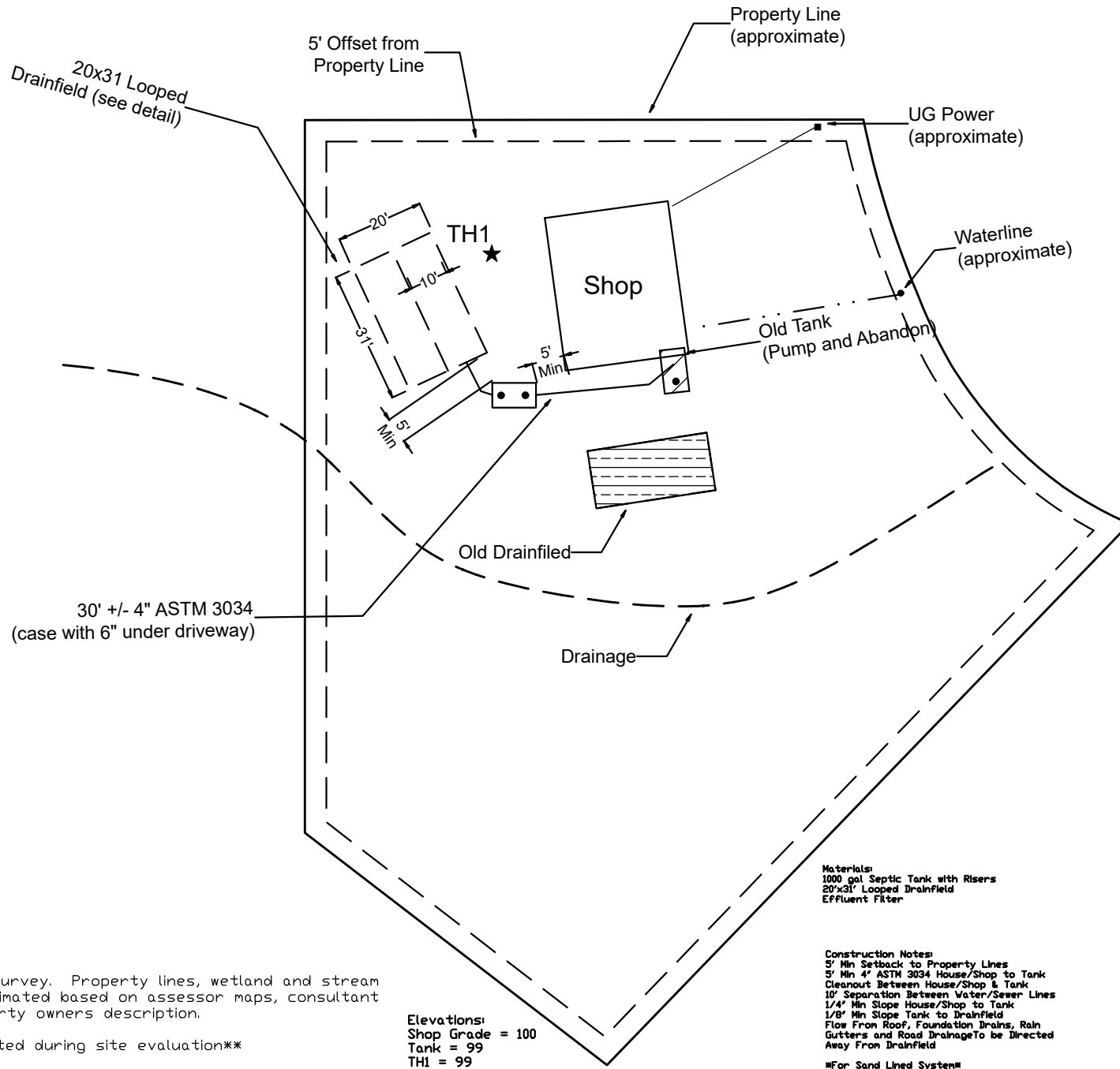
B&W ON-SITE LLC

DRAWN BY: BH

TITLE: Layout

SCALE: As Shown

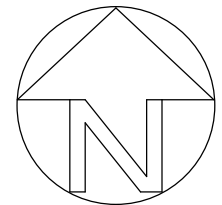
DATE: 4/11/24



Note: Not a legal survey. Property lines, wetland and stream delineations approximated based on assessor maps, consultant reports and property owners description.

Elevations collected during site evaluation

Bench Mark = Water Meter



CLIENT: 173 Moccasin Flat		TITLE: OSS	
B&W ON-SITE LLC	DRAWN BY: BH	SCALE: As Shown	DATE: 4/11/24

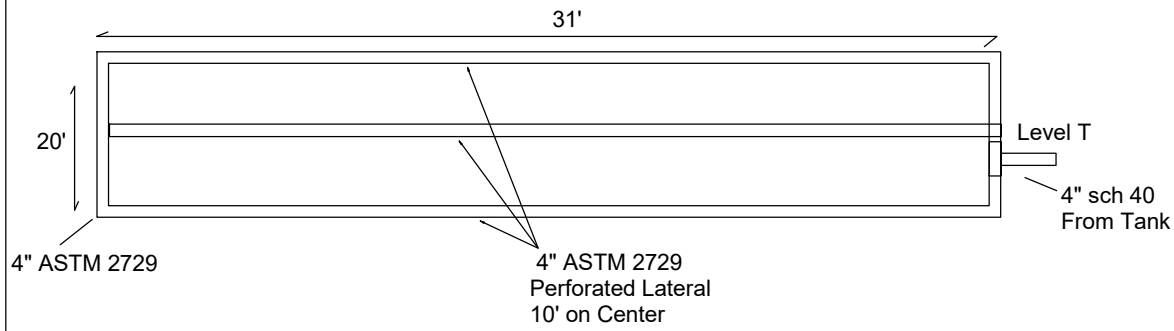


FIGURE 1. Bed - Top View (NTS)

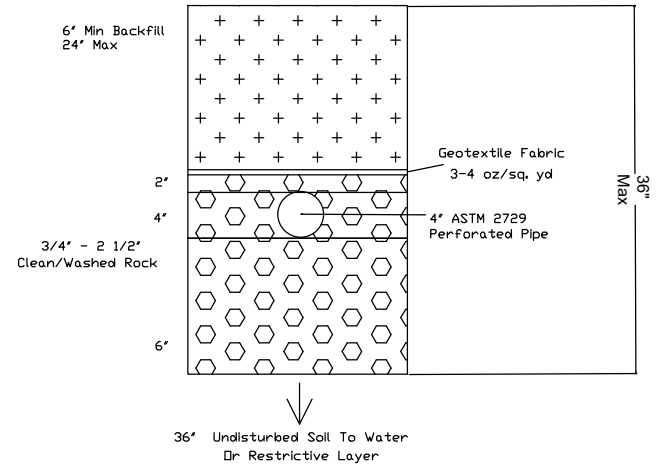


FIGURE 2. Lateral Detail Typ.

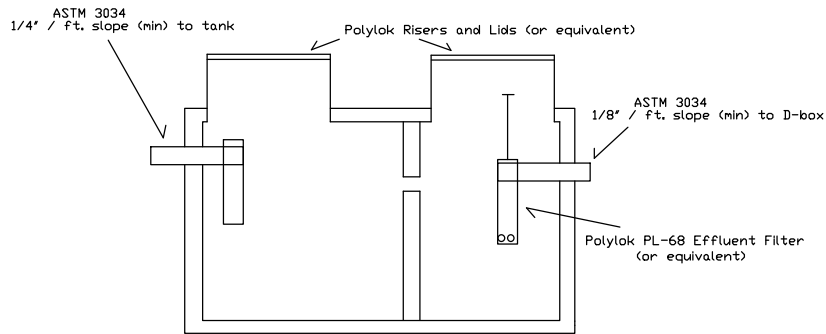


FIGURE 3. 1,000 Gal Septic Tank

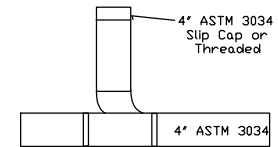
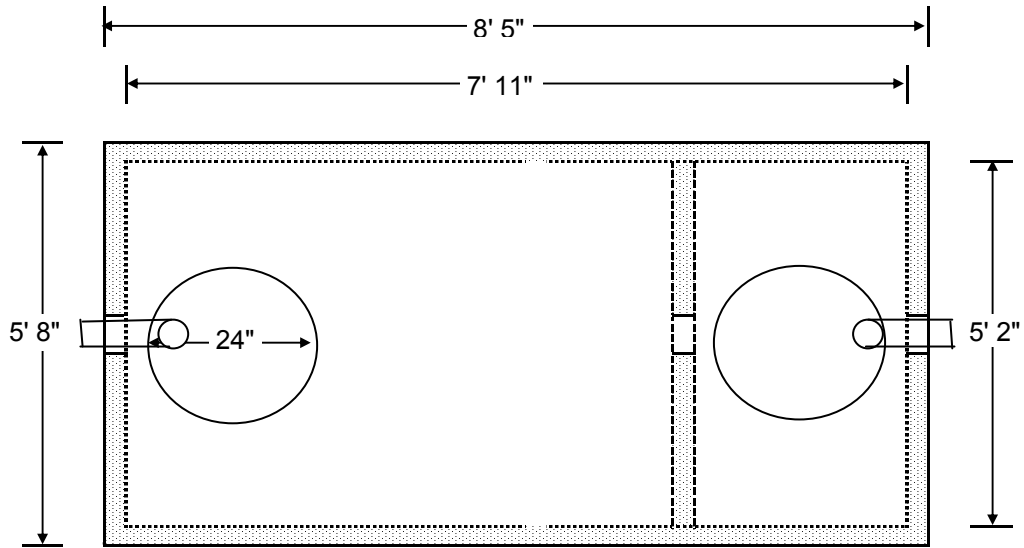


FIGURE 4. Clean Out Detail Typ.

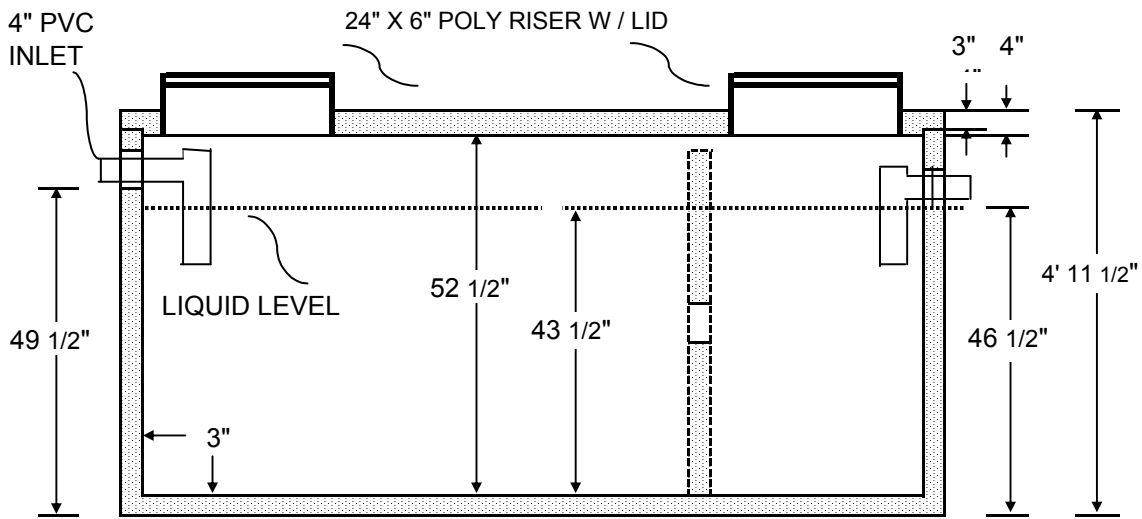


CLIENT: 173 Moccasin		TITLE: Component Details	
B&W ON-SITE LLC	DRAWN BY: BH	SCALE: NTS	DATE: 4/11/24

Components



TOP VIEW



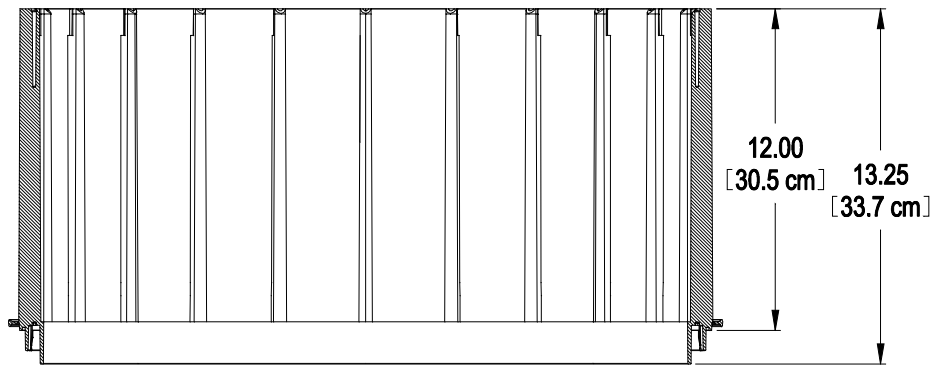
1000 GALLON SEPTIC

TANK SIZE
 8' 5" LONG
 5' 8" WIDE
 4' 11 1/2" HIGH

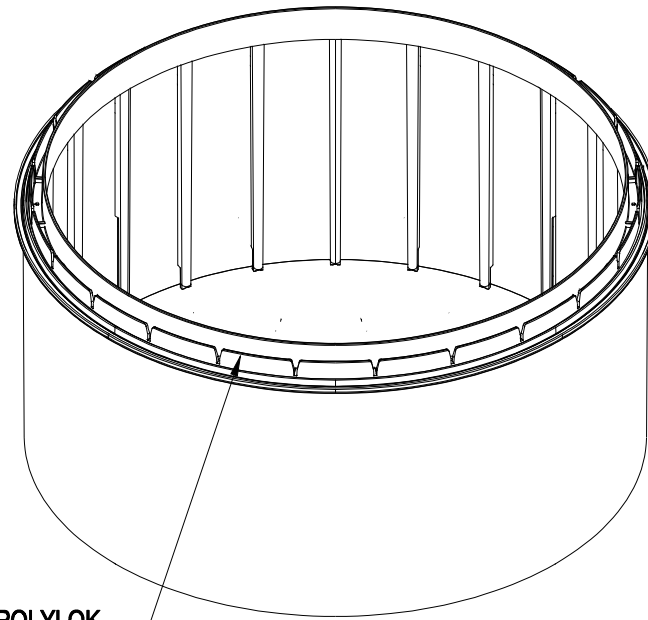
HOLE SIZE
 10' 6" LONG
 8' WIDE
 6' DEEP



P.O. Box 343
 1175 East Third Street
 Colville, WA 99114
 (509) 684-2534

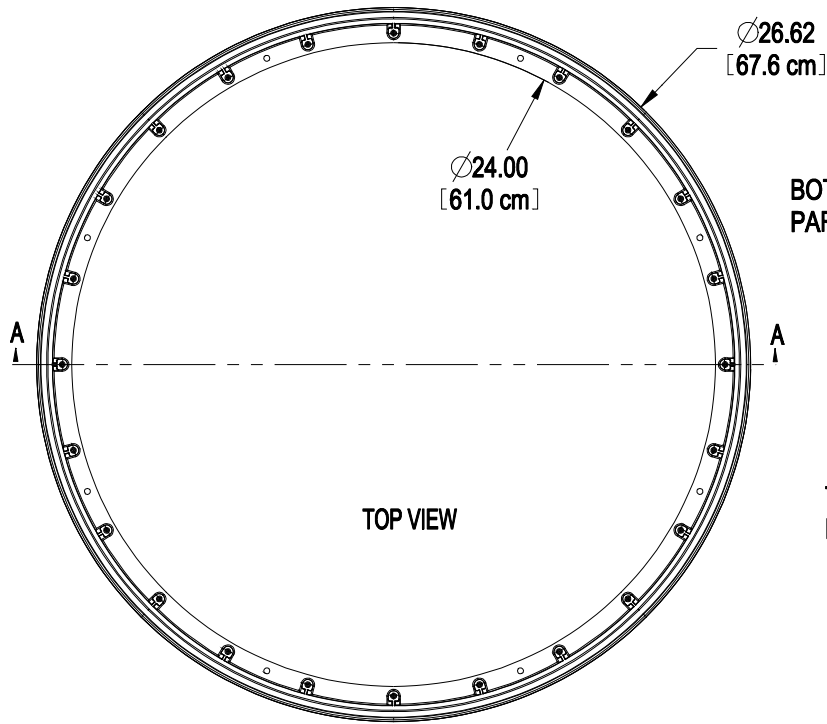


SECTION A-A



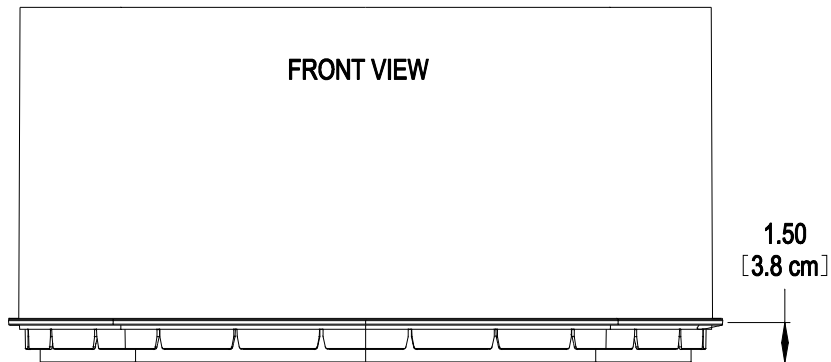
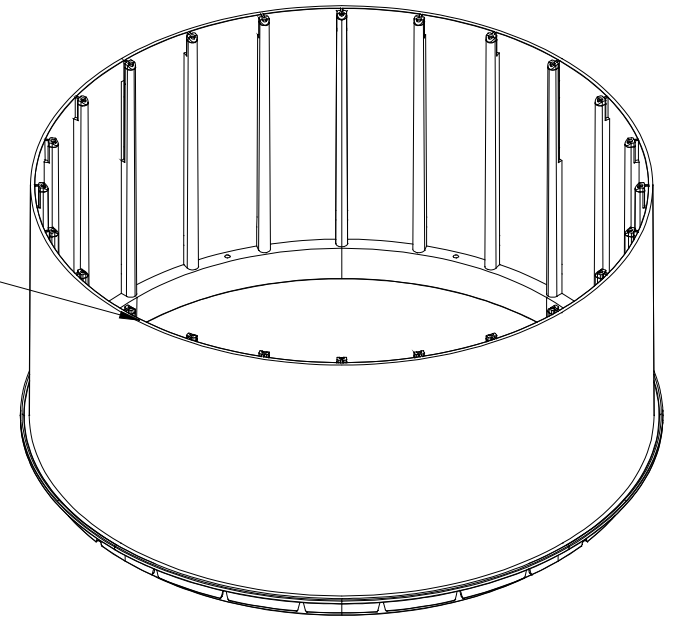
BOTTOM DETAIL FITS POLYLOK
PART NO. - 3008

- 3008-R12
- 3008-R12B
- 3009-AR
- 3009-RTR24
- 3008-RP



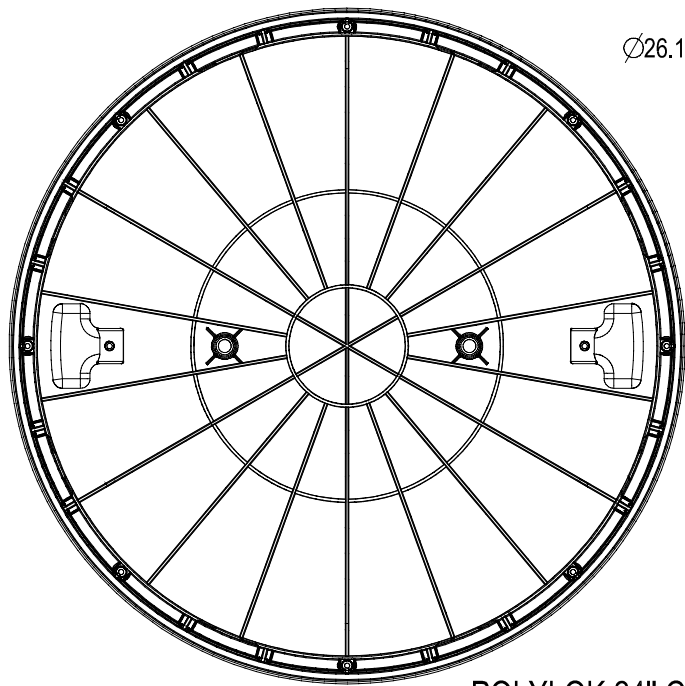
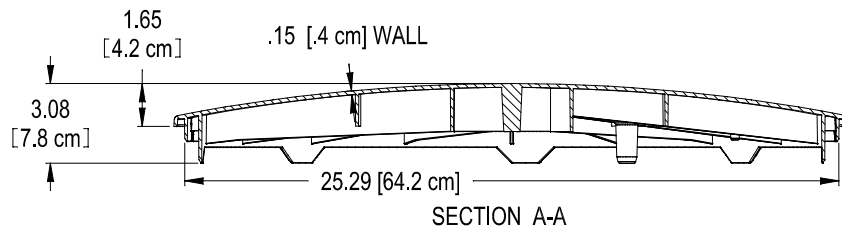
TOP DETAIL FITS POLYLOK
PART NO.- 3008

- 3008-RC
- 3008-R12
- 3008-G24
- 3008-HD
- 3008-RP

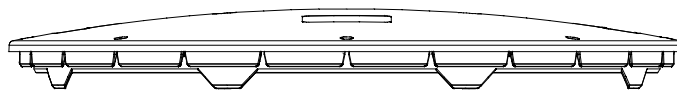
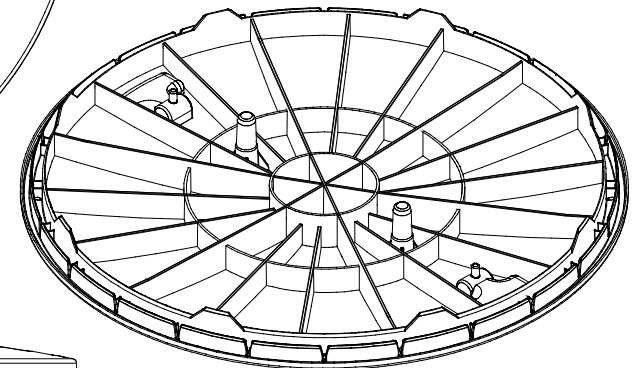
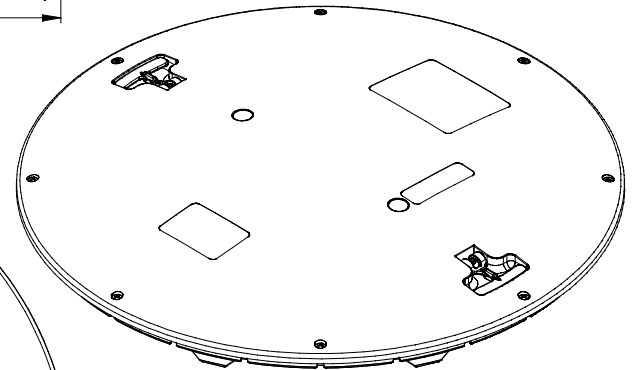
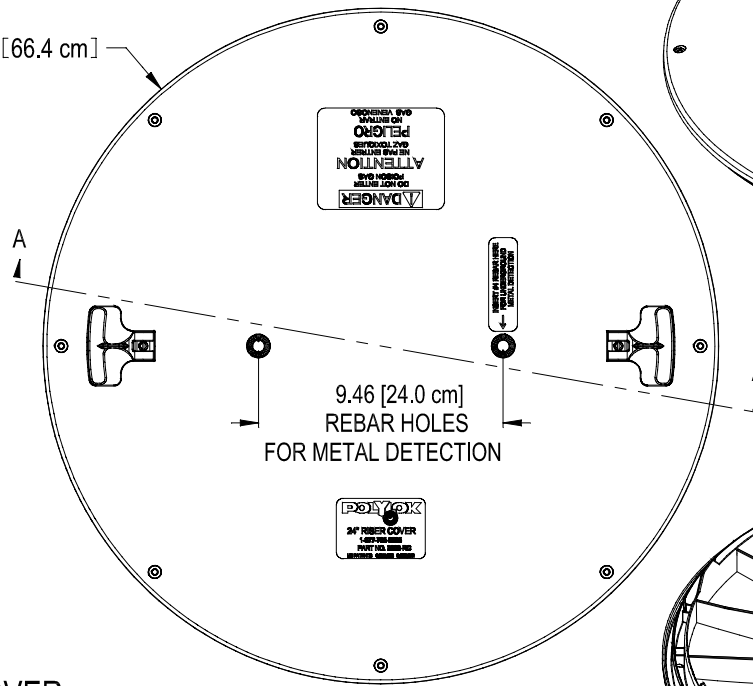


FRONT VIEW

POLYLOK 12 X 24 RISER
PART NO. 3008-R12
MATERIAL - HPDE
COLOR - GREEN



Ø26.13 [66.4 cm]



POLYLOK 24" COVER
 PART NO. 3008-RC
 MATERIAL - HDPE
 COLOR - GREEN
 3/22/13

Polylok Riser Installation Instructions

To ensure the desired performance is achieved from the Polylok riser system, the riser and cover must be installed properly. The following is a list of instructions that must be followed to achieve a successful watertight installation.

1. The most critical joint for water testing purposes is the joint where the riser is cast into the lid of the tank. Although this connection should not be a problem, visual inspection is required to make sure there are no cracks or gaps between the riser and concrete. Should you find it necessary, seal any areas in question with sealant.
2. Gaskets are installed in all riser sections and covers. Although they are held in place with adhesive, there is always a chance that a gasket could be dislodged or become damaged. These gaskets must be in place if a watertight installation is required. A riser section or cover with a damaged or missing gasket should not be installed. Should you find a gasket damaged or missing, you can repair by applying a bead of silicone or butyl mastic over the area in question before attempting an installation.
3. When adding additional riser sections use a #10 x 1.5” stainless steel screw to fasten the sections together. **ALL** screws must be installed in each riser section and cover to ensure a watertight connection. In addition, the structural integrity of the risers is also dependent on the fact that all screws are installed properly. We recommend an alternate screw tightening pattern be used to insure even pressure on the risers and cover. Failure to do this could cause the riser sections to compromise the seals and possibly fail.
4. Once the appropriate number of risers has been installed, the cover should be installed and screwed down before backfilling. The fill should be distributed as evenly as possible around the riser as it is brought up to grade. You can cause deformation or failure of the riser sections if the fill puts excessive lateral pressure on the riser column during installation. Proper compaction is also important to eliminate the chance of shifting and placing undue stress on the riser column in the future.
5. Each riser section has a ring around the outside. In cold weather climates where frost heave may be a potential problem, this ring needs to be removed. This should be done to each riser section before it is screwed in place. You can simply run a knife between the ring and the riser. This will separate the two pieces and the ring will be removed.
6. Although the Polylok risers and covers are very strong, it should be noted that they are not rated for H-20 loading. We have had risers tested to accept a uniform load of 6,000 lbs. and covers center load tested at 2,500 lbs.
Note: It is not recommended that they be buried more than 3 feet below grade.
7. **Recommended:** Use Polylok’s Safety Screens for installations near children and pets. Safety Screens act as a secondary layer of protection if the riser cover is unknowingly damaged or removed. The screen fits in the upper most riser stack of our Polylok Risers and prevents entry into the septic tank.

Installation Precautions for Severe Situations

Although the Polylok riser system is designed to be watertight, there are circumstances where extra measures should be taken to ensure a totally watertight installation. Common sense will dictate most of these situations, but some areas of concern are as follows:

1. When there is a potential for ground water levels to be high on a regular basis
2. Installations at or near sea level where tides can be a factor
3. When soils are very sandy and abnormal amounts of shifting may occur

There are likely several methods to ensure that even in poor installation conditions, a watertight installation can be achieved. In addition, many different products can also be used.

Three options to consider:

Option 1:

Before the risers are installed and screwed together as described in our installation instructions, a bead of caulking material can be used between the joints. In most cases, any type of regular silicone caulking should be fine. The risers can then be screwed together.

Option 2:

With the risers installed as per the installation instructions, the joints may be wrapped on the outside. This can be done with a material known as ConWrap. This product is a butyl resin sealant laminated to a chemical resistant polyolefin plastic barrier. With the backing paper removed, the ConWrap simply wraps around the outside of the joint making it impervious to infiltration of any kind. No primer is required, as the butyl material will stick to the plastic. In order to ensure a good bond the riser sections must be clean and dry. It is recommended that a minimum 3" width ConWrap be used. This is to ensure there is enough material to adhere to the smooth portion of the riser.

Option 3:

With have added heavy duty rubber gaskets which can also be used in the above situations to seal the risers, we also use these in our riser and filter basins to seal all joints.



PL-68 Filter and Tee

PL-68 is much more than just an effluent filter. The housing can also be used as an inlet baffle (tee) or an outlet baffle. The housing is designed to accept Polylok’s snap in gas deflector to deflect gas bubbles away from the tee and to keep the solids in the tank.

Features:

- Offers 68 linear feet of 1/16” filter slots, which significantly extends time between cleaning.
- Accepts 3/4” PVC handle.
- Locks in any 360° position when used with PL-68 Tee.
- PL-68 Housing can be used as an inlet or outlet tee.
- Gasket prevents bypass.

PL-68 Installation:

Ideal for residential waste flows up to 800 gallons per day (GPD). Easily installs in any new or existing 4” outlet tee.

1. Locate the outlet of the septic tank.
2. Remove the tank cover and pump tank if necessary.
3. Glue the filter housing to the outlet pipe, or use a Polylok Extend & Lok if not enough pipe exists.
4. Insert the PL-68 filter into tee.
5. Replace and secure the septic tank cover.

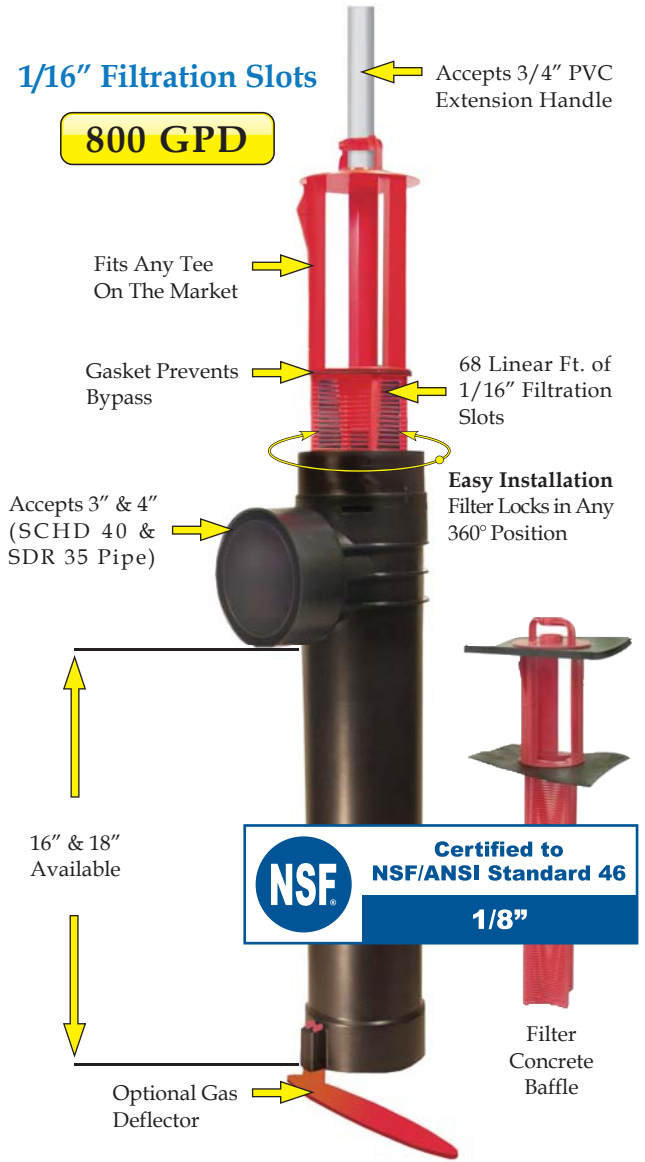
PL-68 Maintenance:

The PL-68 Effluent Filter will operate efficiently for several years under normal conditions before requiring cleaning. It is recommended that the filter be cleaned every time the tank is pumped, or at least every three years.

1. Do not use plumbing when filter is removed.
2. Pull PL-68 out of the tee.
3. Hose off filter over the septic tank. Make sure all solids fall back into septic tank.
4. Insert filter back into tee/housing.

Related Products:

PL-68 Filter Concrete Baffle
 Extend & Lok™



Extend & Lok™
 Easily installs into existing tanks.



Spacer Bushing
 4” SCHD 40 to SDR 35



Spacer Bushing
 4” SCHD 40 to 110mm Pipe



2” Extender

Mirafi[®] 135N

Mirafi[®] 135N is a nonwoven geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position. 135N is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids.

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Grab Tensile Strength	ASTM D 4632	kN (lbs)	0.36 (80)	0.36 (80)
Grab Tensile Elongation	ASTM D 4632	%	50	50
Trapezoid Tear Strength	ASTM D 4533	kN (lbs)	0.13 (30)	0.13 (30)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	1000 (145)	
Puncture Strength	ASTM D 4833	kN (lbs)	0.17 (40)	
Apparent Opening Size (AOS)	ASTM D 4751	mm (U.S. Sieve)	0.300 (50)	
Permittivity	ASTM D 4491	sec ⁻¹	2.1	
Permeability	ASTM D 4491	cm/sec	0.21	
Flow Rate	ASTM D 4491	l/min/m ² (gal/min/ft ²)	6336 (155)	
UV Resistance (at 500 hours)	ASTM D 4355	% strength retained	70	

Physical Properties	Test Method	Unit	Typical Value	
Weight	ASTM D 5261	g/m ² (oz/yd ²)	108 (3.2)	
Thickness	ASTM D 5199	mm (mils)	0.9652 (38)	
Roll Dimensions (width x length)	--	m (ft)	3.8 x 110 (12.5 x 360)	4.5 x 110 (15 x 360)
Roll Area	--	m ² (yd ²)	418 (500)	502 (600)
Estimated Roll Weight	--	kg (lb)	52 (114)	62 (137)

Disclaimer: TenCate assumes no liability for the accuracy or completeness of this information or for the ultimate use by the purchaser. TenCate disclaims any and all express, implied, or statutory standards, warranties or guarantees, including without limitation any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or information furnished herewith. This document should not be construed as engineering advice.

**Homeowners
Operations and Maintenance
Guidelines**

HOMEOWNER'S MANUAL

Onsite Wastewater Collection & Treatment Systems

How to Take Care of Your Wastewater System



Orenco Systems®
Incorporated

*Changing the Way the
World Does Wastewater®*

800-348-9843

541-459-4449

www.orenco.com

www.vericomm.net

How to Take Care of Your Wastewater System

Congratulations!

Your home includes reliable, carefully engineered equipment — manufactured by Orenco Systems®, Inc. — for the collection and/or treatment of household wastewater.



And your service provider should have a copy of this manual. It's available on our Document Library, at www.orenco.com. Or call 800-348-9843 (541-459-4449) and we'll send you another.

When properly designed and installed, onsite wastewater treatment does a terrific job of decomposing household waste and recycling precious water resources. Our systems use little energy and frequently outperform municipal sewage treatment plants. The treated effluent is often returned harmlessly to the soil, where it receives final polishing and filtration for groundwater recharge. There's no degrading of our nation's rivers and oceans . . . which is so often the case with municipal sewage.

As with any engineered system, such as your car or your heat pump, your onsite wastewater system will work better and last longer if it is regularly maintained by a qualified service provider. Your service provider should be present during installation, so he or she is familiar with your system, especially those service lines, conduits, and connections that get buried.

Your system will also work better and last longer if you learn what can go into it — and what can not. Little effort is required. Just read and practice the “do's and don'ts” that follow. Every member of your household should be familiar with these. And if you have guests who want to “help out in the kitchen,” be sure to tell them, too. With this preventive maintenance, along with periodic inspections, your onsite wastewater system should function for decades. And you'll save water, energy and pumpout costs, too!

There's a place on the back of this Homeowner's Manual to record “Important System Facts.” If those have not been filled in for you, please record those now, before you file or shelve this manual. And give a copy of these facts to your service provider, especially if your service provider changes. You'll be glad you did.

Do's and Don'ts for INSIDE the House

There are a number of do's and don'ts that will help ensure a long life and minimal maintenance for your system. As a general rule, nothing should be disposed into any wastewater system that hasn't first been ingested, other than toilet tissue, mild detergents, and wash water. Here are some additional guidelines.



Don't flush dangerous and damaging substances into your wastewater treatment system. (Please refer to the "Substitutes for Household Hazardous Waste," on the next panel.) Specifically, do not flush . . .

- Pharmaceuticals
- Excessive amounts of bath or body oils
- Water softener backwash
- Flammable or toxic products
- Household cleaners, especially floor wax and rug cleaners
- Chlorine bleach, chlorides, and pool or spa products
- Pesticides, herbicides, agricultural chemicals, or fertilizers



Don't use special additives that are touted to enhance the performance of your tank or system. Additives can cause major damage to other areas in the collection system. The natural microorganisms that grow in your system generate their own enzymes that are sufficient for breaking down and digesting nutrients in the wastewater.



Do collect grease in a container and dispose with your trash. And avoid using garbage disposals excessively. Compost scraps or dispose with your trash, also. Food by-products accelerate the need for septage pumping and increase maintenance.



Do keep lint out of your wastewater treatment system by cleaning the lint filters on your washing machine and dryer before every load. Installing a supplemental lint filter on your washing machine would be a good precautionary measure. (This normally takes just a few minutes. Lint and other such materials can make a big difference in the frequency and cost of pumping out your primary treatment tank.)



Do use your trash can to dispose of substances that cause maintenance problems and/or increase the need for septage pumping.

Don't ever flush the following down the drain:

- Egg shells, cantaloupe seeds, gum, coffee grounds
- Tea bags, chewing tobacco, cigarette butts
- Condoms, dental floss, sanitary napkins, diapers
- Paper towels, newspapers, candy wrappers
- Rags, large amounts of hair
- "Flushable" wipes, baby wipes, medicated wipes, cleaning wipes



Don't plumb water softener discharge brine into your wastewater system. (The softened WATER is OK, just not the BRINE that's produced during the regeneration cycle.)

Do route the brine around your wastewater system so it discharges directly into the soil. This is a cost-effective solution that ensures the long-term performance of your system and the biological processes that occur inside it.

Water softener brine interferes with nitrogen removal. And it degrades treatment by interfering with the settling process inside the tank. Without proper settling, solids, grease, and oils are carried through your system, clogging components. This increases your costs by...

- requiring the tank to be pumped more often (at hundreds of dollars per pumpout)
- requiring filters to be cleaned more often
- fouling drainfields and other downstream equipment

Do's and Don'ts for INSIDE the House



Don't ignore leaky plumbing fixtures; repair them. A leaky toilet can waste up to 2,000 gallons (7500 liters) of water in a single day. That's 10-20 times more water than a household's typical daily usage. Leaky plumbing fixtures increase your water bill, waste natural resources, and overload your system.



Don't use excessive amounts of water. Using 50 gallons (200 liters) per person per day is typical. If your household does not practice any of the "water conserving tips" below, you may be using too much water.

Do conserve water:

- Take shorter showers or take baths with a partially filled tub. Be cautious about excessive use of large soaking tubs.
- Don't let water run unnecessarily while brushing teeth or washing hands, food, dishes, etc.
- Wash dishes and clothes when you have a full load.
- When possible, avoid doing several loads in one day.
- Use water-saving devices on faucets and showerheads.
- When replacing old toilets, buy low-flush models.



Don't leave interior faucets on to protect water lines during cold spells. A running faucet can easily increase your wastewater flow by 1,000 to 3,000 gallons (4,000 to 12,000 liters) per day and hydraulically overload your system. Instead, properly insulate or heat your faucets and plumbing.



Do use substitutes for household hazardous waste. Replace the following hazardous products with products that are less environmentally harmful. The hazardous cleaners are listed below, followed by the suggested substitute.

Ammonia-based cleaners:

- For surfaces, sprinkle baking soda on a damp sponge.
- Or for windows, use a solution of 2 tbs (30 mL) white vinegar to 1 qt (1 L) water. Pour the mixture into a spray bottle.

Disinfectants:

Use borax: 1/2 cup (100 g) in a gallon (4 L) of water; deodorizes also.

Drain decloggers:

Use a plunger or metal snake, or remove and clean trap.

Scouring cleaners & powders:

Sprinkle baking soda on a damp sponge or add 4 tbs (50 g) baking soda to 1 qt (1 L) warm water. Or use Bon Ami® cleanser; it's cheaper and won't scratch.

Carpet/upholstery cleaners:

Sprinkle dry cornstarch or baking soda on, then vacuum. For tougher stains, blot with white vinegar in soapy water.

Toilet cleaners:

Sprinkle on baking soda or Bon Ami; then scrub with a toilet brush.

Furniture/floor polishes:

To clean, use oil soap and warm water. Dry with soft cloth. Polish with 1 part lemon juice and 2 parts oil (any kind), or use natural products with lemon oil or beeswax in mineral oil.

Metal cleaners:

- Brass and copper: scrub with a used half of lemon dipped in salt.
- Stainless steel: use scouring pad and soapy water.
- Silver: rub gently with toothpaste and soft wet cloth.

Oven cleaners:

Quickly sprinkle salt on drips; then scrub. Use baking soda and scouring pads on older spills.



Laundry detergents:

Choose a liquid detergent (not a powder) that doesn't have chlorine or phosphates.

Do's and Don'ts for OUTSIDE the House



Don't enter your tank, ever! Gases that can be generated in the tank and/or oxygen depletion can be fatal.

Do keep the tank access lid secure to the riser at all times with stainless steel lid bolts. If bolts are lost or damaged,

call your service provider immediately for bolts. Or call Orenco at (800) 348-9843 or +1 (541) 459-4449. If the tank lid becomes detached from the riser or if the lid or riser becomes damaged, **BLOCK ACCESS TO THE TANK OPENING IMMEDIATELY AND KEEP CHILDREN AWAY** until all repairs are made.



Don't drive over your tank or any buried components in your system, unless they've been equipped with a special traffic lid. If the system is subject to possible traffic, put up a barricade or a row of shrubs.

Don't dig without knowing the location of your wastewater system. As much as possible, plan

landscaping and permanent outdoor structures before installation. But easily removable items, such as bird baths and picnic tables, are OK to place on top of your system.

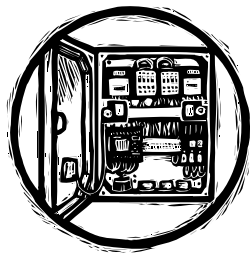
Don't dump RV waste into your wastewater system. It will increase the frequency of required septage pumping. When dumped directly into the pumping vault, RV waste clogs or fouls equipment, causing undue maintenance and repair costs. (Also, some RV waste may contain chemicals that are toxic or that may retard the biological digestion occurring within the tank.)



Don't ever connect rain gutters or storm drains to the sewer or allow surface water to drain into it. And don't discharge hot-tub water into your system. The additional water will increase costs and reduce the capacity of the collection and treatment systems. It can also wash excess solids through the tank, and, for properties with drainfields, additional water can flood the drainfield.



At the Control Panel



Do locate your electrical control panel where it will be protected from potential vandalism and have unobstructed access.

Do familiarize yourself with the location of your wastewater system and electrical control panel. Refer to the panel's model number

when reporting a malfunction in the system.

Do make arrangements with a reliable service person to provide regular monitoring and maintenance, and place the service person's phone number on or in your control panel!

Do remember that the audible alarm can be silenced by pushing the lighted button located directly above the "Push to Silence" label on the front of the electrical control panel. Hold the button until the alarm goes off. With normal use, the tank has a reserve storage capacity good for about 24 hours.

Don't turn off the main circuit breaker to the wastewater pumps when going on vacation. If there is any infiltration or inflow into the system, the pumps will need to handle it.

IMPORTANT! CAUTION!

Only a qualified electrician or authorized installer/operator should work on your control panel. Before anyone does any work on either the wiring to the level control floats and pumps in the vault or on the control panel itself, it is imperative to first switch the isolation fuse/breaker and the circuit breakers in the panel to the "Off" positions, then switch "Off" the power to the system at the main breaker!

HOMEOWNER'S MANUAL

Onsite Wastewater Collection & Treatment Systems



Do keep an “as built” system diagram in a safe place for reference. And keep accurate records of maintenance and service calls. Make sure whoever services your tank keeps a complete record, and ask for a copy for your records.



Oreco Systems[®]
Incorporated

*Changing the Way the
World Does Wastewater[®]*

800-348-9843

541-459-4449

www.oreco.com

www.vericomm.net

IMPORTANT SYSTEM FACTS

Distributor or Dealer:

Please fill out the following important information before giving out this Homeowner's Manual:

Distributor/Dealer Name

Permit # (if applicable)

Distributor/Dealer Address

Property Address

Distributor/Dealer Phone Number(s)

Property Owner Name(s)

Authorized Service Provider Name

Start-Up Date

Authorized Service Provider Phone Number(s)

Control Panel Model # and UL #

Authorized Installer Name

AdvanTex[®] Model # (if applicable)

Authorized Installer Phone Number(s)

AdvanTex[®] Serial # (if applicable)

Engineer Name (if applicable)



AdvanTex[®]
Treatment System
AXN Models meet
the requirements of
NSF-ANSI Standard 40
for Class I Systems.

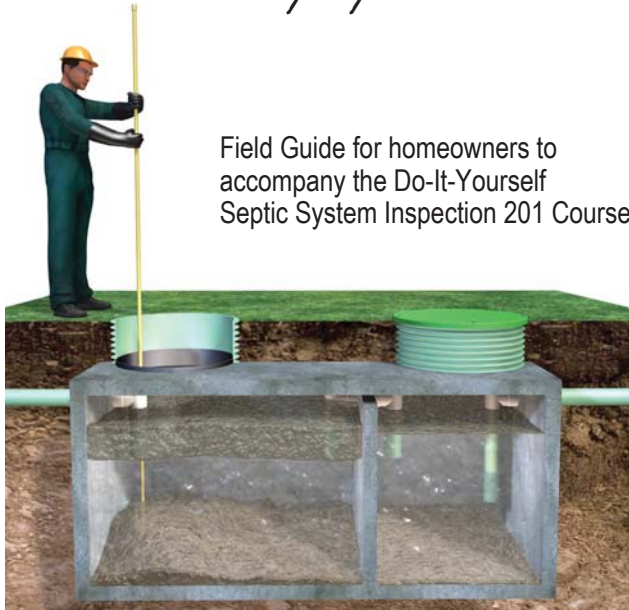
Engineer Phone Number(s)

Regulatory Agency

Regulatory Contact Name

Regulatory Contact Phone Number(s)

DO-IT-YOURSELF SEPTIC SYSTEM INSPECTION FIELD GUIDE (Gravity System)

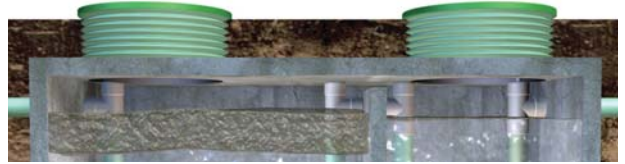


Field Guide for homeowners to accompany the Do-It-Yourself Septic System Inspection 201 Course



CONTENTS

Introduction	4
Identify The Parts Of Your System	5
Locate Your Septic System	6
Inspection Tools & Materials List	7
Making Your Scum Stick	8
Making Your Sludge Stick	9
Septic Inspection Safety	10
Inspecting A Septic Tank	11 - 18
Inspecting A Gravity Drainfield	19 - 20
Inspecting A Distribution Box (D-Box)	21 - 22
Cleaning Up	23
Reporting: Make It Official	24
Septic Care	25
Glossary of Terms	26 - 28
Attribution	29



DISCLAIMER

Septic system owners are ultimately responsible for the operation, monitoring, and maintenance of their onsite septic system. Washington State and local public health regulations require septic system owners to have a complete evaluation of their septic system performed every one to three years (depending on the type of system) and to report the condition of their system to the local health jurisdiction.

The do-it-yourself (DIY) septic system inspection training program is designed to teach homeowners how to perform a basic inspection of their home septic system. If the homeowner finds that their system is malfunctioning, it will be necessary for them to contact a licensed professional with the necessary skills and equipment to repair the system. Septic system repairs require a permit from the local health jurisdiction and must conform with state and local public health codes that regulate septic system repair. This program is not intended as training for onsite professionals or for the inspection of community or commercial septic systems. Any mention of trade names, private companies, or commercial products in this training program is for illustrative purposes and does not constitute an endorsement by the State of Washington or Clallam County.

Inspecting or maintaining a septic system can be dangerous. If you choose to inspect or maintain your septic system, you do so at your own risk and are personally responsible for your own safety. You may be exposed to health hazards including, but not limited to, infectious diseases, hazardous gases, and electrical shock. Sewage carries harmful bacteria, viruses, and parasites that can cause infection and illness, especially in people with weakened immune systems, pregnant women, children, and the elderly. Proper hygiene, protective clothing, and safe work practices help reduce exposure risks. A homeowner performing a DIY septic system inspection is responsible for taking all necessary precautions to minimize the risks of illness or injury associated with the inspection or maintenance of the system.

If at any time you are concerned about your ability to safely inspect or maintain your septic system, you should stop what you are doing and hire a licensed professional to perform the work. Contact your local health jurisdiction for a list of licensed professionals working in your area.

In consideration for using this field guide, you understand and agree that the State of Washington and Clallam County, its officers, employees, agents or volunteers are not liable or responsible for any injuries or damage which may result from your using the materials or ideas, or from your performing the procedures depicted in this field guide. If you do not agree, do not use this guide.

INTRODUCTION

This field guide is intended to accompany the "Do It Yourself" (DIY) septic system inspection video and is to be used after viewing the video. Homeowners should have the field guide in hand during the inspection of their septic system. Checklists are provided in the guide to help homeowners go through each step of the process. Once the inspection process is complete, homeowners can use the field guide's checklists to report their results to their local health department.

The training video and this field guide depict on-site septic systems that have installed risers to make septic systems easily accessible for inspections. Risers greatly add to the ease of locating and inspecting your system. Riser installation is highly recommended if your system does not already have them.

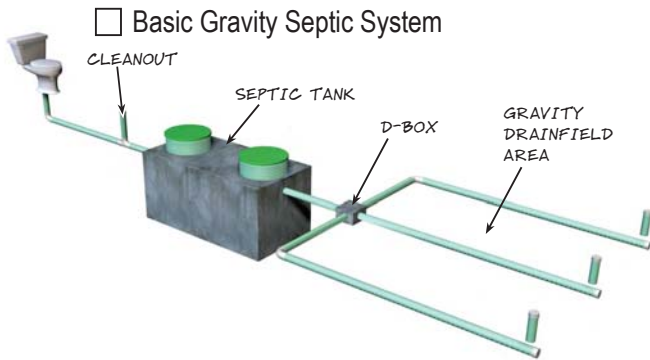
When inspecting your septic system be sure to wear protective clothing (that is eye protection, gloves, sturdy outerwear and steel toed boots if possible). Use the proper equipment and decontamination procedures, and use caution to avoid injuries when excavating soil to uncover tanks and lifting heavy lids.

If you encounter any problems along the way, stop and call a professional.



IDENTIFYING THE PARTS OF YOUR SYSTEM

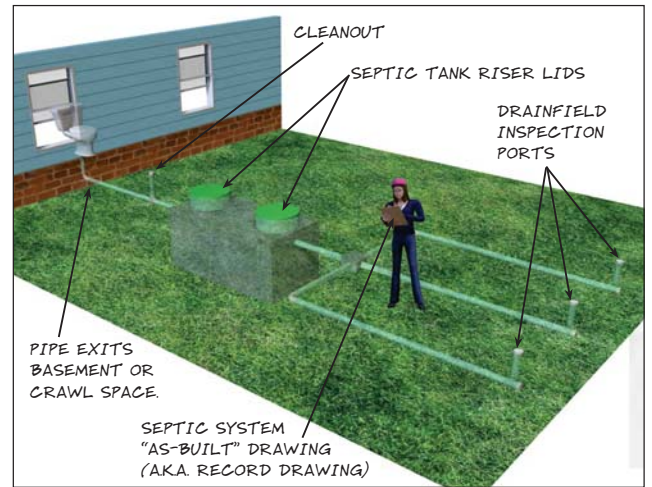
Note: Each component of your system may be located in separate areas of your yard. Not all systems have risers installed. Keep in mind that over the years many systems have changed and look different. Your system may have different types of components than pictured here. If you cannot find the components of your system or you are unsure which type of system you have, call your local health department.



LOCATING YOUR SYSTEM

Three Ways To Locate Your System:

1. Look for lids or a series of lids in your yard.
2. Get your septic system "as-built" drawing from your local health department.
3. Call a professional to locate your system.



SEPTIC INSPECTION TOOLS & MATERIALS NEEDED

Materials List

- Plastic tarp
- Disposable rubber gloves (several pair)
- Safety glasses
- 5-gallon bucket
- Household bleach
- Spray bottle (to help with cleaning and sanitizing of equipment)
- Pencil
- Tape measure
- Cordless drill / screwdriver / Allen wrench to open lids
- Scum/sludge inspection sticks
- Pry-bar
- Shovel / trowel
- Garden hose hooked up to faucet
- Hand sanitizer
- Flashlight / head lamp

Inspection Stick Shopping List

- 2 10-foot sections of 1/2 inch PVC pipe
- 4 end caps
- 1 elbow joint
- 1 threaded coupler
- PVC cement
- 3 feet of white self-adhesive Velcro strip
- Pipe cutter or saw

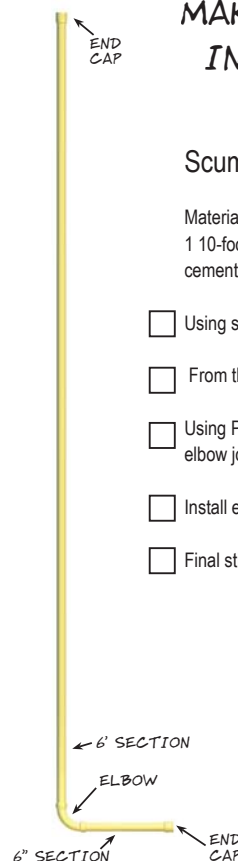
MAKING YOUR SEPTIC INSPECTION TOOLS

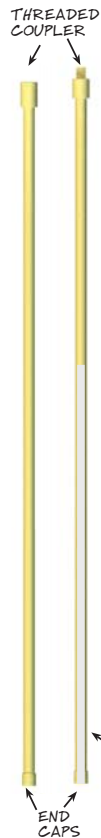
Scum Stick Assembly

Materials:

1 10-foot section of PVC pipe, 1 elbow joint, 2 end caps, PVC cement.

- Using saw or PVC pipe cutter, cut a 6-foot section of PVC pipe.
- From the remaining 4 feet, cut a 6-inch section.
- Using PVC cement, connect the 6-foot and 6-inch section with the elbow joint.
- Install end caps using PVC cement.
- Final stick should look like a long capital "L".





MAKING YOUR SEPTIC INSPECTION TOOLS

Sludge Stick Assembly

Materials: 1 10-foot section of PVC pipe, 1 threaded coupler, 2 end caps, PVC cement, 3 feet of white self-adhesive Velcro tape.

- Cut remaining 10-foot section in half, creating two 5-foot sections.
- Install one end of the threaded coupler to each section with PVC cement.
- Install end caps using PVC cement.
- Separate the Velcro tape. Discard the rough or "tooth" side.
- Remove the plastic backing from the 3-foot long Velcro tape. Starting at one end cap, adhere the soft or "loop" side of the Velcro tape up the length of the stick. This will be the bottom of the Sludge Stick. Make sure Velcro extends to the bottom of the stick (to the bottom of end cap), as shown.
- When cement is dry, connect the 2 5-foot sections with the threaded coupler.
- After use and cleaning, stick can be unscrewed for easier storage.

SEPTIC INSPECTION SAFETY

The Four "F"s Of Septic Inspection Safety:

1. FRIEND



ALWAYS INSPECT WITH ANOTHER PERSON PRESENT FOR SAFETY, ASSISTANCE AND TO AID WITH CHECKLIST.

2. FUMES



KEEP YOUR HEAD OUTSIDE OF TANKS. THE FUMES FROM SEPTIC TANKS ARE TOXIC AND CAN OVERWHELM YOU.

3. FALLING



KEEP TANK OPENINGS IN FRONT OF YOU. FALLS MAY OCCUR WHEN PEOPLE STEP BACKWARD INTO AN OPEN TANK. NEVER LEAVE AN OPEN TANK UNATTENDED.

4. INFECTION



AVOID TOUCHING YOUR FACE. RAW SEWAGE CONTAINS HARMFUL BACTERIA AND VIRUSES.

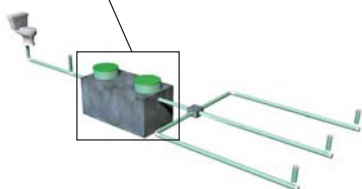
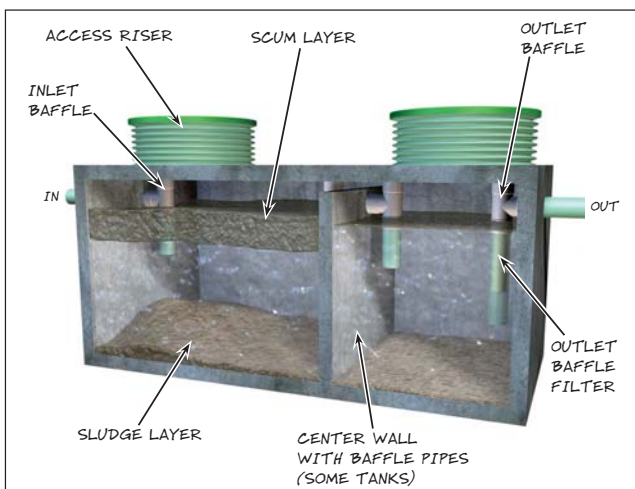
WEAR PROTECTIVE CLOTHING, GLOVES AND EYEWEAR AT ALL TIMES, CLEAN TOOLS AND CLOTHING WITH BLEACH.

SAFETY NOTES IN THIS FIELD GUIDE ARE SHOWN OUTLINED IN RED.

INSPECTING YOUR SEPTIC TANK (MOST SYSTEMS)

Common Septic Tank

Note: Some tanks will have plastic baffles, and others will have concrete baffles, depending on the age of the system.



OPENING YOUR SEPTIC TANK

Note: If your tank has 2 chambers, perform all steps on both the inlet and outlet sides of the septic tank.



SAFETY CHECK: WEAR PROTECTIVE CLOTHING, EYE PROTECTION AND GLOVES. AVOID TOUCHING YOUR FACE.

SAFETY CHECK: INSPECT WITH ANOTHER PERSON PRESENT.



Clear away dirt and debris from access riser lid area. (Note: Some tanks do not have risers. Dirt will need to be removed to access tank. Use caution lifting lids.)

Remove riser lid.

Carefully remove inside lid if present (the lid may be very heavy and require prying, avoid back strain)



SAFETY CHECK: KEEP OPEN LIDS IN FRONT OF YOU. FALLS MAY OCCUR WHEN PEOPLE STEP BACKWARDS INTO AN OPEN TANK.

SAFETY CHECK: DON'T LEAVE OPEN TANKS UNATTENDED.

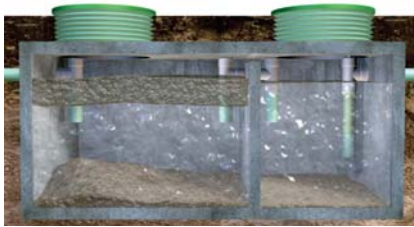


Check risers for watertightness. Run hose around outside of each riser to see if water seeps into tank. Does the riser appear to be watertight with no visible leaks?

Yes No Risers Not Present

IF YOU ANSWERED "NO" TO ANY OF THE ABOVE QUESTIONS, STOP YOUR INSPECTION AND CONTACT A PROFESSIONAL.

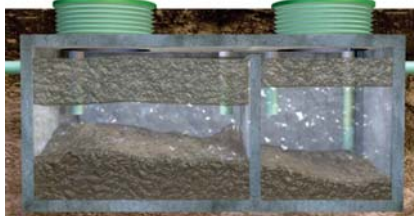
IS YOUR TANK WORKING PROPERLY?



Normal

Scum layer should look like rich, living soil and only have mild odors. The liquid level should be even with the base of the outlet pipe.

If the tank looks normal, continue with inspection.



Too Full

Scum layer covering the baffle or too close to the lid of the tank means the tank is too full or the outlet baffle filter is clogged.

CALL A PROFESSIONAL TO INSPECT YOUR SEPTIC SYSTEM!



Leaking

Liquid level below the outlet pipe means a leaking tank.

CALL A PROFESSIONAL TO REPAIR OR REPLACE YOUR TANK!

Is the liquid level in your tank:

- At the base of the outlet pipe
- Above the outlet pipe
- Below the outlet pipe (tank could be leaking)

PAGE 13

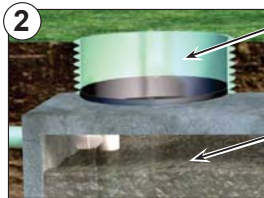
OBSERVING YOUR SEPTIC TANK

Note: If your tank has 2 chambers, perform all steps on both the inlet and outlet sides of the septic tank.



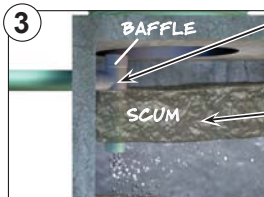
SAFETY CHECK: KEEP HEAD OUT OF RISER AND TANK WHEN CHECKING.

Check Odor: Is the tank free of strong, overpowering odor?
Yes No



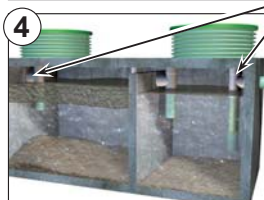
Are risers free of cracks or visible damage?
Yes No Riser Not Present

Does scum layer look like living, healthy soil?
Yes No



Can you clearly see baffles above scum layer?
Yes No

Is scum layer well below lid opening?
Yes No



Are baffles free of clogs and leaks around the seals to the tank? If the baffle is concrete, is it intact and not corroded?
Yes No

IF YOU ANSWERED "NO" TO ANY OF THE ABOVE QUESTIONS, STOP YOUR INSPECTION AND CONTACT A PROFESSIONAL.

PAGE 14

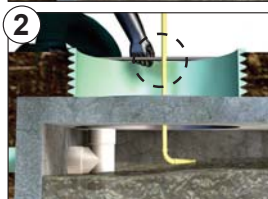
MEASURE THE SCUM LAYER

Note: If your tank has 2 chambers, perform all steps on both the inlet and outlet sides of the septic tank.

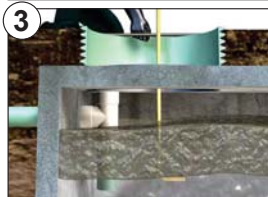


SAFETY CHECK: KEEP HEAD OUT OF RISER AND TANK WHEN CHECKING.

Place scum stick on top of scum layer.



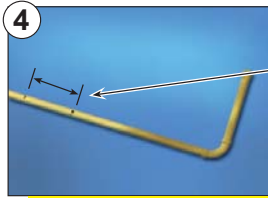
Mark scum stick even with top of riser.



Make a hole in the scum layer and lower scum stick through hole.

Pull scum stick up until you feel the resistance of the scum layer.

Mark scum stick again, even with top of riser.



Remove the scum stick and place on a tarp.

Measure the distance between the two marks.

Mark the distance here:

Inlet Scum Depth (inches) _____

Outlet Scum Depth (inches) _____

IF SCUM LAYER IS MORE THAN 6 INCHES HAVE YOUR TANK PUMPED

PAGE 15

MEASURE THE SLUDGE LAYER

Note: If your tank has 2 chambers, perform all steps on both the inlet and outlet sides of the septic tank.

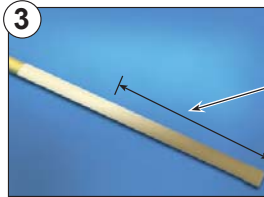


SAFETY CHECK: KEEP HEAD OUT OF RISER AND TANK WHEN CHECKING.

Carefully insert sludge stick into hole in scum or through baffle.



Lower sludge stick to bottom of tank and wait 3 minutes.



Carefully remove the sludge stick and place on a tarp.

Measure the length of the sludge stain on the Velcro.

Mark the distance here:

Inlet Sludge Depth (inches) _____

Outlet Sludge Depth (inches) _____

Add the scum depth (previous page) and sludge depth.

Inlet Scum Depth (inches) _____

Inlet Sludge Depth (inches) _____

Inlet Total Depth (inches) _____

Outlet Scum Depth (inches) _____

Outlet Sludge Depth (inches) _____

Outlet Total Depth (inches) _____

Does Your Tank Need Pumping? Yes No

IF THE SCUM DEPTH IS MORE THAN 6 INCHES, HAVE YOUR TANK PUMPED.

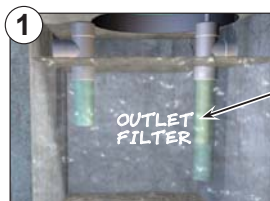
IF THE SLUDGE DEPTH IS MORE THAN 12 INCHES, HAVE YOUR TANK PUMPED.

IF THE TOTAL DEPTH IS MORE THAN 18 INCHES, HAVE YOUR TANK PUMPED.

PAGE 16

REMOVE & CLEAN OUTLET BAFFLE FILTER

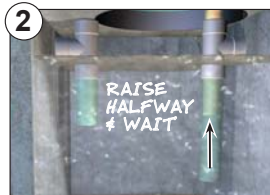
Note: If the liquid level is above the outlet pipe, contact a professional to clean the filter.



SAFETY CHECK: DO NOT REMOVE ENTIRE OUTLET BAFFLE FILTER ALL AT ONCE!

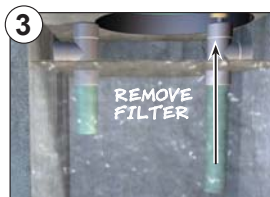
Locate the filter inside the outlet baffle.

Note: Not all systems have filters. We recommend you have one installed. Ask your local health department if a permit is required to add an outlet baffle filter.



Raise outlet filter half way and let sit for 15 minutes.

This prevents any backed up effluent or loose solids from exiting the tank and damaging your drainfield.



When effluent has settled, remove the filter completely.

SAFETY CHECK: AVOID SPLASHING AND CONTACT WITH SEWAGE WHILE RINSING FILTERS.



If you have a yellow "Tuf-Tite" filter, fill a bucket with water and dip filter into bucket.

Turn over and rinse.

Continued on next page...

PAGE 17

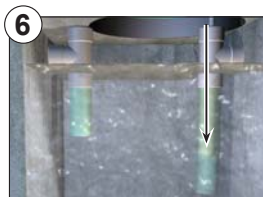
CLEAN THE OUTLET BAFFLE FILTER



Carefully pour out bucket into inlet side of tank.



If you have a "sock" filter, turn it upside down and rinse it gently with a hose over the inlet side of the septic tank.



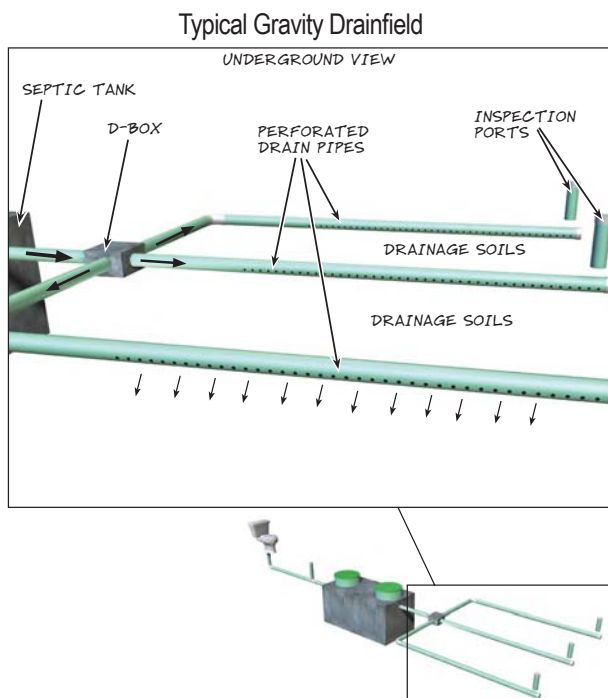
Replace filter into outlet baffle. If replacing a Tuf-Tite filter, make sure the arrow points toward the drainfield.



Replace and secure lids.

PAGE 18

INSPECTING YOUR DRAINFIELD (GRAVITY SYSTEMS)



PAGE 19

INSPECTING YOUR DRAINFIELD (GRAVITY SYSTEMS)

Note: Not all systems have inspection ports. Check the "as-built" drawing.



Walk across the entire drainfield checking for odors and damp areas.

Are there any strong odors?

Yes No



Are there any mushy or swampy areas or surfacing effluent?

Yes No



Open and look inside each inspection port (some systems). You may need a flashlight.

Is there standing water inside the inspection port(s)?

Yes No Inspection Port Not Present

Replace inspection port caps.

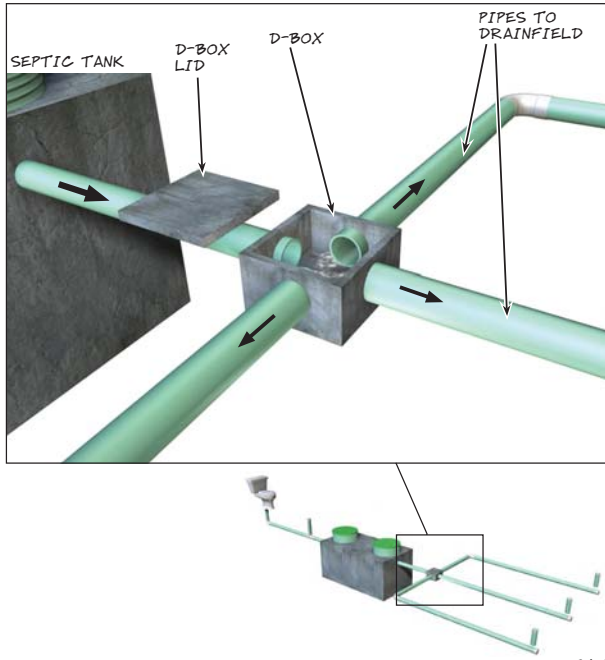
IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, STOP YOUR INSPECTION AND CONTACT A PROFESSIONAL.

PAGE 20

INSPECTING YOUR DISTRIBUTION BOX (GRAVITY SYSTEMS ONLY)

Note: Not all gravity systems have a distribution box (D-box). Check the "as-built" drawing to determine if a D-box is used. Not all D-boxes are accessible; inspect it only if you have access to it. If it's not accessible, consider having a professional uncover the D-box and install a riser for ease of inspection. We do not recommend a homeowner dig up their D-box. Some counties will require a permit for installing risers over D-boxes – check with your local health department.

Typical D-Box



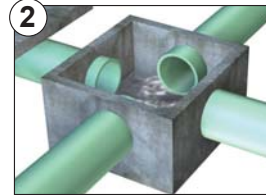
INSPECTING YOUR D-BOX

Note: If your D-Box does not have an access riser, have one professionally installed. In some systems a D-Box will not be present.



SAFETY CHECK: USE TWO PEOPLE TO LIFT D-BOX LID.

- Remove D-Box access riser lid.
- Remove D-Box lid.
- Is the D-Box free of solid waste and clogs?
Yes No D-Box Not Accessible/Present



- Is the D-Box free from cracks and leaks?
Yes No D-Box Not Accessible/Present
- Does the effluent appear to be flowing evenly into all drain pipes?
Yes No D-Box Not Accessible/Present



- Gently replace D-Box lid ensuring you don't pinch fingers or disturb the D-Box.
- Replace and secure riser lid.

IF YOU ANSWERED "NO" TO ANY OF THE ABOVE QUESTIONS, STOP YOUR INSPECTION AND CONTACT A PROFESSIONAL.

CLEANING UP



- Fill a five gallon bucket with 10 inches of water and 2 inches of bleach to make a 5:1 cleaning solution.
- Wash all tools and tarp with bleach solution.



- Gently pour soiled solution into inlet side of septic tank.
- Replace and secure riser lids.
- Discard rags in plastic trash bags.
- Discard gloves in plastic trash bags.

- Wash clothes with bleach.
- WASH YOURSELF WITH PLENTY OF SOAP AND HOT WATER.

REPORTING



- Take your completed checklist and log on to your local health department's website.



- Follow your local health department's instructions for submitting your inspection report. If online reporting is available, enter the information from your checklist into the online form.



- That's it! Now just mark your calendar for next year (or in 3 years if you have a conventional gravity septic system).

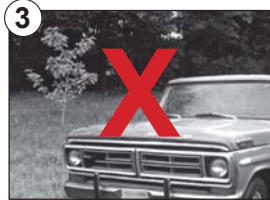
SEPTIC SYSTEM CARE



- Don't overwhelm your system by using too many appliances at once.
- Make sure your toilets don't leak.
- Try not to use your garbage disposal. Food waste can be bad for your system.



- Don't dispose of pharmaceuticals or hazardous household waste into your septic system.
- We don't recommend the use of septic additives.



- Keep a reserve area available in case your drainfield fails.
- Don't park cars or heavy equipment or pave over your drainfield or reserve area.
- Don't put plants with deep roots over your septic system.
- Divert drain water from gutters and basement sump pumps away from the drainfield.

PAGE 25

Glossary of Septic System Terms (Non-Technical)

As-built or record drawing: A map available from the county that has the approximate location of permitted septic tanks and drainfield for your property.

Baffle: A short piece of vertical pipe attached to the inlets and outlets of the septic tank that prevents most solids from exiting.

Baffle Filter: A plastic filter placed in the outlet side of the septic tank that prevents small particles from entering the pump tank or drainfield.

Center Baffle: A baffle and pipe inside septic tanks that have multiple chambers which allows fluids to pass from compartment to compartment.

Distribution box (D-Box): A concrete or plastic box with a single inlet pipe and multiple outlet pipes that allows effluent (clear fluids) to be distributed evenly into different pipes in the conventional gravity drainfield.

Drainfield: A series of pipes in trenches which disperses wastewater into the surrounding soil for further treatment before it reaches the groundwater or a restrictive layer (such as hard pan or clay soil).

Effluent: The fluid that exits a septic tank, ideally clear fluids.

Float: A device that floats inside a pump tank and activates the pump via a timer or when the water level rises.

Gravity System: A septic system where effluent flows by gravity from the septic tank into the drainfield. Some gravity systems use a distribution box to distribute the effluent evenly to the drainfield trenches.

Inlet: The pipe coming from the home into the septic tank.

Inlet baffle: A pipe or plastic tee which is connected to the inlet pipe in the septic tank. The inlet baffle slows wastewater as it enters the tank and discharges sewage into the tank at the mid-point allowing solids to begin to settle out.

Mound System: An above-ground type of septic system which uses sand to pre-treat wastewater before discharging to the native soil.

PAGE 26

On-site septic system: A septic tank and drainfield system for wastewater treatment located on properties not connected to a municipal sewer system.

Outlet: The pipe that allows fluid to exit a tank.

Outlet Baffle: A pipe or plastic tee connected to the outlet pipe in a septic tank that prevents waste solids from entering the pump tank and drainfield.

Professional: Companies or individuals that are licensed by counties and perform necessary repairs, maintenance or pumping of septic systems.

Pressure System: A septic system that uses a pump to distribute effluent evenly throughout the drainfield.

Pumping: Professional service that pumps excess solids from the septic tank.

Pump Alarm: A light and/or buzzer that warns when there is a problem in the pump tank, such as a person is using too much water, there is ground water intrusion or the pump is not operating properly. The alarm is activated by a float or a transducer (clear tube) in the pump tank.

Pump Tank: A secondary septic tank that houses an electric pump for pressurized septic systems. Sometimes needed for systems where the drainfield is uphill from the septic tank.

Riser: An extension that rises above a septic tank lid to allow easier access.

Sand filter: A pre-treatment component that is either in ground or above ground which consists of a constructed box containing a series of distribution pipes over a mix of sand and gravel. The sand filter treats the wastewater and sends treated wastewater via a pump tank to a drainfield.

Scum: The layer of solid material that floats to the top of the wastewater in a septic tank.

Scum Stick: An L-shaped stick used to measure the depth of the floating scum layer in a septic tank.

Septic Tank: An underground wastewater collection tank that allows solids to separate from wastewater so clear liquids can pass into a drainfield.

Sewage: Untreated wastewater

Sludge: The layer of solids that has sunk to the bottom of the septic tank.

PAGE 27

Sludge Stick: A long stick or pipe with 3 feet of Velcro tape at the bottom, used to measure the depth of sludge solids in the bottom of a septic tank.

Solids: Particles that separate from wastewater in a septic tank and either sink or float.

Wastewater: Any fluids and that drain from the house into the septic tank.

PAGE 28

Major funding for this guide is provided by the Centennial Clean Water Fund and Section 319 Nonpoint Source Fund through a grant from Washington State Department of Ecology. Funding is also provided by Washington State Department of Health.

Clallam County wishes to acknowledge Jones Advertising for production, Kitsap County Health District for some of the illustration source material, and numerous stakeholders and onsite professionals in both government and private industry for their objective reviews and comments in developing this inspection guide.



DO-IT-YOURSELF SEPTIC INSPECTION CHECKLIST:

Gravity Drainfield

- Assemble tools and materials needed for inspection (pg. 7-9 in the field guide)
- Review Safety Rules (pg. 10 of field guide or on website)
- Wear Protective Clothing. Do NOT Inspect Alone
- Remember, if you encounter problems, please STOP and Call a Professional

SEPTIC TANK QUESTIONS (pages 11-18 in the field guide)

- | | | | |
|---|---|--------------------------------|--------------------------------------|
| Are the risers watertight with no visible leaks? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Present |
| Are the risers free of cracks or visible damage? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Present |
| Is the tank free of strong, overpowering odor? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Where is the liquid level in the tank? | <input type="checkbox"/> At Base of Outlet Pipe | <input type="checkbox"/> Above | <input type="checkbox"/> Below |
| Does the scum layer look like living, healthy soil? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Can you clearly see baffles above the scum layer? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Is the scum layer well below lid opening? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Are baffles free of clogs and leaks around the seals?
(If concrete—Is it intact and not corroded?) | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

Scum and Sludge Measurements

	<u>Inlet</u>		<u>Outlet</u>
	Scum = _____"		Scum = _____"
	Sludge = _____"		Sludge = _____"
	Total = _____"		Total = _____"

- | | | |
|---|------------------------------|-----------------------------|
| Did you clean the outlet baffle filter? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does your tank need pumping? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

GRAVITY DRAINFIELD QUESTIONS (pages 19-22 in the field guide)

- | | | | |
|---|------------------------------|-----------------------------|--------------------------------------|
| Are there any strong odors? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Are there any mushy or swampy areas or surfacing effluent? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Is there standing water inside the inspection port(s)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Present |
| If the system has a distribution box, is it accessible? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Is the distribution box free of solid waste, scum and clogs? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Present |
| Is the distribution box free from cracks and leaks? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Present |
| Does the effluent appear to be flowing evenly into all drain pipes? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Present |

- Close up and Clean-up (page 23 in the field guide)
- All openings covered and lids secured
- Wash and sanitize all tools
- Wash your hands

- Submit inspection report (page 24 in the field guide)

1. Form of Quote
2. Non-collusion affidavit
3. Statement Regarding Indian Preference
4. HUD Form 5369A
5. Solid Waste Permit
6. Contract Template
7. SAM Clause
8. Non Routine Maintenance Wage Rate Determination

QUOTE FOR: Colville Indian Housing Authority: **173 Moccasin Flats On-Site Septic System Replacement 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 related to the project scope of work, all in accordance therewith, for the sum of:

BASIC QUOTE

TOTAL QUOTE: _____ DOLLARS (\$ _____)

Quote for services must include all potential TERO fees.

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.
 - 1. Non collusive affidavit
 - 2. Statement on Indian Preference
 - 3. Certifications and Representations of Offerors
 - 4. Indian Enterprise Qualifications Statement (MUST be included or on file with CIHA for Indian Preference points)

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

DATE _____

FIRM NAME

OFFICIAL ADDRESS:

BY

TITLE

TELEPHONE

END OF FROM OF QUOTE

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)

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, the Tribes’ Tribal Employment Rights Ordinance (Chapter 10-1 of the Colville Tribal Code, hereinafter “TERO”) 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, the TERO, and the CIHA Personnel Manual. Copies of these provisions are attached hereto.
3. Supply information to CIHA and, where required, to the Tribal Employment Rights Office as established under the TERO, 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

On behalf of:

Printed Name

Name of Offeror

Title

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period RFQ FY24-32

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

CIHA

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

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

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

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

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

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



SOLID WASTE DISPOSAL FORM

The Confederated Tribes of the Colville Reservation
Public Works Department/Solid Waste
12 Lakes Street P.O. Box 150
Nespelem, WA 99155
509-634-2808

RECEIPTS FROM THE LAND FILL **MUST** BE RETURNED TO THE PUBLIC WORKS DEPARTMENT WITHIN **5** DAYS OF DISPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN FINES AS A RESULT OF ILLEGAL DUMPING.

PROPERTY OWNER: _____ PHONE NUMBER: _____

OWNER ADDRESS: _____ EMAIL: _____

CONTRACTOR(S): _____ START DATE: _____

• SITE LOCATION: _____

• SCOPE OF WORK: _____

• IF THERE IS NO WASTE FOR THE PROJECT APPLICANT MUST STILL SIGN & DATE THIS FORM

WASTE TYPE: CHECK ALL THAT APPLY

CEMENT/FOUNDATION INSULATION ELECTRICAL/WIRING PLUMBING ROOFING/TAR PAPER
METAL CARDBOARD PLASTIC SHEET ROCK/SIDING ACM/MATERIALS CONTAINING LEAD
OTHER _____

IN ORDER FOR THIS FORM TO BE CONSIDERED COMPLETE A DISPOSAL SITE MUST BE SELECTED/NAMED, THIS FORM MUST ALSO BE SIGNED AND DATED
THE TRIBAL DUMP IS NOT AN OPTION FOR CONSTRUCTION WASTE

CIRCLE DISPOSAL SITE BELOW (IF SITE NOT LISTED WRITE IN SITE): NO WASTE CHECK HERE:

- a. OKANOGAN COUNTY LANDFILL, OKANOGAN WA
- b. STEVENS COUNTY LANDFILL, KETTLE FALLS, WA
- c. DELANO LANDFILL, GRAND COULEE, WA
- d. GRAHAM ROAD, AIRWAY HEIGHTS, WA
- e. WRITE IN: _____

APPLICANT OR CONTRACTOR SIGNATURE: _____ DATE: _____

SOLID WASTE MANAGER APPROVAL SIGNATURE: _____ DATE: _____

4.13.6 Disposal

(b) All building contractors and any person as defined by Section 4.136.2(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)

CONTRACT# FY24-32
CONTRACT FOR MAINTENANCE (ROUTINE/NON-ROUTINE)

This contract (hereinafter "Contract") entered in this day, [REDACTED], between the Colville Indian Housing Authority, hereinafter referred to as "CIHA" and [REDACTED] hereinafter referred to as "Contractor".

SECTION ONE

Description of scope of work

All materials and work are as shown on the attached RFQ, Scope of Work, Addendums, and the Contractor's Proposal or Quotation (collectively the "Work").

SECTION TWO
CONTRACT PRICE

CIHA agrees to pay Contractor for the Work described in Section One, a total Contract Price of **Dollars** () ("Contract Price"). Payment of this amount is subject to additions or deductions in accordance with the provisions of this CONTRACT and of any other documents to which this CONTRACT 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 CONTRACT 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 CONTRACT;
 - (B) Receipts in full covering all labor, materials, and equipment for which a lien could be filled; or

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 CONTRACT at the time of acceptance.

SECTION FIVE
STARTING AND COMPLETION DATES; LIQUIDATED DAMAGES

Contractor's Work under this CONTRACT shall begin on [Click here to enter a date.](#) and shall be completed by [Click here to enter a date.](#). 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 CONTRACT 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 \$100.00 (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 CONTRACT for default.

SECTION SIX
CONTRACT DOCUMENTS

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

- a. This CONTRACT, together with such supplementary CONTRACT and conditions as are attached hereto;
- b. The plans and specifications and scopes of work with attached addendum issued before execution of this CONTRACT, 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 CONTRACT 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 CONTRACT. 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 CONTRACT 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 CONTRACT. 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 CONTRACT 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 CONTRACT.
- f. **Dispute Resolution.** The Contract Officer will be the ultimate arbiter of disputes under this CONTRACT, 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 CONTRACT, 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 CONTRACT.** 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 CONTRACT:

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 CONTRACT, a list of subcontractors to whom Contractor proposes to award the Work to be subcontracted by Contractor. A subcontractor for the purpose of this CONTRACT 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 CONTRACT.

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 CONTRACT, 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 CONTRACT. Proof of such insurance shall be filed by Contractor with CIHA within a reasonable time after execution of this CONTRACT 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 CONTRACT, 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 CONTRACT 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 CONTRACT, prior to starting the work involved in the change.

SECTION FIFTEEN TERMINATION

This CONTRACT may be terminated by CIHA as follows:

- a. **Termination for Cause.** CIHA may terminate this CONTRACT 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 CONTRACT. 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 CONTRACT. 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 CONTRACT, CIHA may terminate this CONTRACT in whole or in part when it determines that continuing the CONTRACT 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 CONTRACT 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 CONTRACT shall remain in force and Contractor will remain responsible for the entire Work covered by this CONTRACT 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 of right, the payment of money in a sum certain, the adjustment or interpretation of CONTRACT terms, or other relief arising under or relating to the CONTRACT. A claim arising under the CONTRACT, unlike a claim relating to the CONTRACT, is a claim that can be resolved under a CONTRACT 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 in a reasonable time.
- b. All disputes arising under or relating to this CONTRACT, including any claims for damages for the alleged breach thereof which are not disposed of by CONTRACT, 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 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 CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the CONTRACT, and comply with any decision of the Contracting Officer.
- g. Nothing in this CONTRACT, or any action taken by CIHA or any of its agents or employees in connection with this CONTRACT 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 CONTRACT, 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 CONTRACT 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 CONTRACT, 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 CONTRACT 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 maintenance laborers and mechanics employed under this CONTRACT in the operation of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under this Section Nineteen 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 which is not listed in the wage determination and which is to be employed under the CONTRACT shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The Work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this CONTRACT from the first day on which Work is performed in the classification.
- c. **Withholding of funds.** The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this CONTRACT or any other contract

subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this CONTRACT all or part of the wages required under this CONTRACT, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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. **Records**

(i) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the Work records containing the following for each laborer and mechanic:

- (A) Name, address and Social Security Number;
- (B) Correct work classification or classifications;
- (C) Hourly rate or rates of monetary wages paid;
- (D) Rate or rates of any fringe benefits provided;
- (E) Number of daily and weekly hours worked;
- (F) Gross wages earned;
- (G) Any deductions made; and
- (H) Actual wages paid.

(ii) The Contractor and each subcontractor shall make the records required under paragraph (d) of this Section Nineteen available for inspection, copying, or transcription by authorized representatives of HUD or the Contracting Officer and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

e. **Apprentices and Trainees**

(i) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

- (A) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), 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/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;
- (B) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (C) A training/trainee program that has received prior approval by HUD.

(ii) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(iii) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(iv) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(v) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

f. **Disputes concerning labor standards**

(i) Disputes arising out of the labor standards provisions contained in this Section Nineteen shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the Contracting Officer, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the Contracting Officer, or upon request of the Contractor or subcontractor(s).

(A) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the Contracting Officer or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the Contracting Officer or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate Contracting Officer or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

(B) The Contracting Officer or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

(C) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(ii) Disputes within the meaning of this paragraph (f) 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 regarding the subject matter of this Section Nineteen.

g. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section Nineteen 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 the provisions contained in these clauses.

- h. **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 CONTRACT, is inapplicable to the CONTRACT and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the CONTRACT whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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. **RESERVED**
- c. **Use of Debarred, Suspended or Ineligible Subcontractors.** CONTRACTOR will comply with Executive Orders 12549 and 12689, and OMB implementation guidelines as set out in 2 CFR 180. A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. CONTRACTOR will comply with the prohibitions set out in 24 CFR Part 24, 2 CFR Part 200, 2 CFR Part 2424, as well as any Tribal and CIHA requirements, with regard to the use of debarred, suspended or ineligible subcontractors. (24 CFR 1000.44).
- 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, as further amended by Executive Order 13672 of July 21, 2014, and as it may be subsequently amended, and implementing regulations at 41 CFR Part 60, and as supplemented in Department of Labor regulations, rules, and orders, 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 CONTRACT 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.**
- a. Neither party may assign this CONTRACT or any interest in this CONTRACT 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 CONTRACT 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 CONTRACT.

- b. This CONTRACT 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 CONTRACT, 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 CONTRACT, for the purpose of making audit, examination, excerpts, and transcriptions.
 - (ii) Contractor agrees to include in all subcontracts under this CONTRACT 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 CONTRACT, (B) litigation or settlement of claims arising from the performance of this CONTRACT, or (C) costs or expenses of this CONTRACT 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, regulations, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671(q)) the Federal Water Pollution Act Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). This clause applies only to contracts and subgrants in excess of \$150,000. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 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. **Restrictions on Lobbying.** CONTRACTOR shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable HUD regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, CONTRACTOR must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the CIHA. Necessary certification and disclosure forms shall be provided by CIHA.

- m. **Notices.** Any notice, request, demand, statement, authorization, approval or consent required or permitted under this Contract shall be in writing and shall be made by, and deemed duly given upon, (a) deposit in the mail, postage prepaid, registered or certified, return receipt requested, (b) personal delivery, (c) delivery to an overnight courier of recognized reputation, or (d) facsimile transmission (with confirmation by mail), as follows, or to such other address and/or such additional parties as either party may specify by written notice given in accordance with this section:

If to CONTRACTOR:

Attention: _____

If to CIHA:

Colville Indian Housing Authority
 42 Convalescent Boulevard
 P.O. Box 528
 Nespelem, Washington 99155
 Attention: Executive Director

All such notices and communications hereunder shall be deemed given upon personal delivery, seven business days after deposit in the mail, two business days following deposit with any international courier service of recognized reputation or one business day after transmission by telefax.

- n. **Certificate and Release.** Prior to final payment under this Contract, or prior to settlement upon termination of this Contract, and as a condition precedent thereto, CONTRACTOR shall execute and deliver to CIHA a certificate and release, in a form acceptable to CIHA, of all claims against CIHA by CONTRACTOR under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.
- o. **Entire Agreement.** This CONTRACT constitutes the entire agreement between the parties with respect to the subject matter covered by this CONTRACT 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 CONTRACT 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 CONTRACT 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 CONTRACT.
- p. **Severability.** In the event any provision of this CONTRACT 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 CONTRACT shall remain in full force and effect.
- q. **No Third Party Beneficiaries.** Neither this CONTRACT 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.

- r. **Legal Advice and Construction of Contract.** Each party represents that it has received independent legal advice with respect to the preparation of, and the advisability of entering into, this Contract and neither has been entitled to rely upon nor has in fact relied upon the legal or other advice of the other party or such other party's counsel in entering into this Contract. Each party has participated in the drafting and preparation of this Contract, and, accordingly, in any construction or interpretation of this Contract, the same shall not be construed against either party by reason of the source of drafting.
- s. **Parties' Understanding.** Each party represents that it has carefully read this Contract, that this Contract has been fully explained to it by its attorney, that it fully understands the final and binding effect of this Contract, that the only promises made to it to sign this Contract are those stated above, and that it is signing this Contract voluntarily.
- t. **Force Majeure.** No party hereto shall be deemed in default if its performance of obligations hereunder is delayed or becomes impossible or impractical by reason of any act of God, war, fire, earthquake, strike, civil commotion, epidemic or any other cause beyond such party's reasonable control.
- u. **Limitation of Damages.** Except as expressly set forth herein, in any action or proceeding arising out of, relating to or concerning this CONTRACT, 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.
- v. **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 CONTRACT is not intended to create a partnership or joint venture between the parties, and nothing in this CONTRACT 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.
- w. **Ownership of Documents.** All documents created or prepared under this CONTRACT 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 CONTRACT.
- x. **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.
- y. **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.
- z. **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.

- aa. **Warranty of Work and Materials.** Contractor warrants to CIHA for a period of one year after the date of any specific services provided that the materials and equipment incorporated in the services provided will be new unless otherwise specified and that the work performed will be free from faults and defects unless CIHA has previously given Contractor an acceptance of such condition. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not done by Contractor, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or the acts or omissions of CIHA, its employees, agents, contractors and all those claiming by, through or under them. Contractor shall, upon final completion of any specific project and upon receipt by Contractor of the final payment, assign to CIHA all warranties for materials and equipment incorporated in the work, to the extent such warranties are assignable.
- bb. **Employment Eligibility Verification.** Federal law requires Contractor and all subcontractors to employ only those individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. Contractor, and all subcontractors who are providing goods or services valued at \$3000 or higher must register with the United States Department of Homeland Security E-Verify system to confirm the eligibility of their employees to work in the United States.
- cc. **References to Federal and Tribal Laws; No Waiver of Sovereign Immunity.** All federal and tribal laws and regulations referenced in this Contract are deemed incorporated into this Contract in their entirety. However, reference to and incorporation of such laws and regulations shall not be construed to waive CIHA's sovereign immunity with regard to such laws and regulations, nor shall such laws and regulations be construed to apply to or govern the activities of CIHA, and no phrase, clause, or provision of this Contract may be construed to be a waiver of the sovereign immunity of CIHA, which immunity is hereby expressly asserted.
- dd. **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 CONTRACT.
- ee. **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).
- ff. **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).
- gg. **Severability.** In the event any provision of this Contract 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 Contract shall remain in full force and effect.
- hh. **Remedies.** All rights and remedies of the parties are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of or to limit or prejudice any other legal or equitable rights or remedies which the parties may have. The parties shall not be deemed to waive any of their rights or remedies under this Contract unless such waiver is in writing and signed by the party to be bound. No delay or omission on the part of either party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right

or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

- ii. **Headings.** The headings contained in this Contract are for convenience only and are not a part of this Contract, and do not in any way interpret, limit or amplify the scope, extent or intent of this Contract, or any of the provisions of this Contract.
- jj. **Counterparts.** This Contract may be executed in counterparts, each of which shall constitute an original, but which together shall constitute one and the same agreement.
- kk. **Expenses.** Except as otherwise expressly provided for in this Contract, each of the parties shall pay its own expenses in connection with the negotiation, preparation and execution of this Contract or other related documents and the consummation of the transactions consummated herein and therein.

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

Colville Indian Housing Authority

Dale R. Schrock, Jr. Executive Director CIHA

Date

Contractor

Owner/Partner

Date

SYSTEM FOR AWARD MANAGEMENT REGISTRATION (SAM)

REQUIRED CONTRACT AND SOLICITATION LANGUAGE, FAR 4.1105

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of 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 “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

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

- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	
Agency Name: Colville Indian Housing Authority	LR 2000 Agency ID No: ID701A-ALL	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: October 1, 2022	Expiration Date: September 30, 2024
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>		
<u>Melanie Hertel</u> HUD Labor Relations (Name, Title, Signature)		<u>8/29/22</u> Date
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Carpenter Plumber/Cement Mason - Finisher Electrician Refrigeration Mechanic Sheetmetal Drywaller Glazier Roofer Backhoe Operator/Power Equipment Operator Paving Machine Operator - Self Propelled Soft Floor Layer Painter Truck Driver all yardage Pipefitter Laborer/Groundskeeper Tree Trimer/Tree Climber HVAC/Furnace Mechanic Pressure Washer	\$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$18.64 \$18.64 \$18.64 \$22.15 \$16.82 \$18.64 \$22.15 \$16.82	
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) _____ LR Staff Initial
		FOR HUD USE ONLY LR2000: Log in: Log out: