



**GILA RIVER INDIAN COMMUNITY
DISTRICT HOUSING
DEVELOPMENT OFFICE**

INVITATION FOR BID

RHIP HOUSING PROJECT: DHD-03-2011
Construction of 13 Single Family Homes in
Districts Two, Three & Four

Call for Bid issued by:

Gila River Indian Community
District Housing Development Office

Table of Contents

Section I – Administrative Information

A. Purpose.....4
B. Project Description.....4
C. Project Location4
D. Project Management.....4
E. Project Schedule.....4
F. Schedule of Activities5
G. Pre-Bid Conference5
H. Site Visits5
I. Questions.....5
J. Addenda or Supplements6
K. Point of Contact.....6
L. Bid Deadline and Submission Requirements6
M. Award of Contract/Right to Reject7
N. Proprietary Information.....8
O. Response Materials Ownership.....8
P. Incurring Costs8
Q. Confidentiality.....8

Section II – Scope of Work

A. Scope of Work.....9

Section III – Contract Documents

A. Form of Contract11
B. Design Alternatives.....12

Section IV – Supplemental General Conditions

A. General13
B. Contractor Furnished Materials.....13
C. Gila River Furnished Materials13
D. Payment.....13
E. Bonding.....13
F. Insurance14
G. Lien Waivers16
H. Tribal Business License and Right of Entry16
I. Tribal Employment Rights Ordinance16
J. Disposal of Rubbish16
K. Taxes16
L. Reports and Meetings.....17
M. Project Home Sites.....17
N. Traffic Control17
O. Earth Moving / Air Quality18
P. Choice of Law18

Section V – Submittal of Bids

A. Submittal Requirements 19

Section VI – References & Forms

Project Listing (Home Sites, Plan Selections, Color/Finish Selections, etc.) Section A
Performance and Payment Bond Form Section B
Sub-Contractor List Form Section C
Bid Bond Form Section D
Bid Form Section E

Additional References / Materials (Available as a Separate Package)

- Project Map
- Site Improvement Plans (SIPs)
- Home Construction Plans
- Home Construction Specifications
- Supplemental Reports

Section I – Administrative Information

A. Purpose

The GRIC District Housing Development Office issues this Invitation for Bid to provide interested bidders with sufficient information to prepare and submit a formal Bid for the completion of the work described herein.

B. Project Description

This project consists of the construction of thirteen (13) single family homes in the Gila River Indian Community including associated demolition and site preparation. Construction will take place in three districts (governmental areas) of the Community, distributed as follows:

District Two:	1 home
District Three:	3 homes
District Four:	9 homes

Seven (7) different floor plans will be utilized to construct these thirteen (13) single family homes.

C. Project Location

The Gila River Indian Community is located in south central Arizona, just south of the Phoenix metropolitan area. The Tribal Governance Center is located in Sacaton, Arizona, which lies approximately 30 miles southeast of Phoenix, and is easily accessible via Interstate 10. The reservation contains 372,000 acres (581 square miles) more or less. Approximately one third of the land is located in Maricopa County with the remainder located in Pinal County.

D. Project Management

Project management will be provided by the District Housing Development Office. A lead and back up project manager will be assigned to oversee and coordinate the work with the Contractor, under the direction of the District Housing Development Manager. Additional staff may also be assigned to work with the project as needed.

E. Project Schedule

A nine month contract period will be authorized for this project. Construction activities must be completed within the first six months. Additional time may be approved to address unforeseen construction delays, such as extraordinary weather or unanticipated cultural findings. The remaining three month contract period is authorized to accommodate billing and project close-out activities. Individual homes shall be constructed using a 60 working day construction schedule. Home completions and turnovers are expected to follow a regular weekly pattern. A more specific construction project schedule will be determined in joint venture with the DHD project manager(s) assigned to this project.

F. Schedule of Activities

The following schedule will apply to this invitation for bid:

- | | | |
|----|--|--------------------------------|
| 1. | Invitation for Bid (IFB) Notice | 27 January 2012 |
| 2. | IFB / Plans & Specifications Available | 27 January 2012 |
| 3. | Mandatory Pre-bid Conference | 1 February 2012, 10:00 AM |
| 4. | Home Site Visits, by Appointment | 1-3 February 2012 |
| 5. | Deadline for Questions | 6 February 2012, 5:00 PM |
| 6. | Reply to Questions Available | 8 February 2012, 2:00 PM |
| 7. | Bid Submission Deadline | 20 February 2012, 2:00 PM |
| 8. | Public Bid Opening | 20 February 2012, 2:30 PM |
| 9. | Contractor Firm Selection | On or before: 24 February 2012 |

G. Pre-Bid Conference

A mandatory pre-bid conference will be held on Wednesday, February 1, 2012 at 10:00 AM at the District Housing Development Offices, 61 W. Pima Street, Sacaton, Arizona 85247.

H. Site Visits

Prospective bidders will be provided an opportunity to visit project home sites on February 1 through February 3, 2012 to become familiar with the general and specific conditions that may affect each location. Site visits must be scheduled by calling the DHD offices at 520-562-1863. Reference the IFB and Project number when requesting site visits. When conducting site visits, prospective bidders must be accompanied by the assigned Project Manager or his designee at all times. Non-supervised site visits are not allowed and may result in the disqualification of a potential bidder.

Though site visits are not mandatory, bidders remain responsible to ensure that they are familiar with the project in all respects.

I. Questions

Questions may be addressed during the pre-bid conference or prospective bidders may submit their questions and requests for clarifications, in writing, to the point of contact identified for this IFB, prior to the deadline for questions indicated herein. All responses to questions and requests for clarification will be addressed through written addenda and provided to all prospective bidders registered for this invitation for bid. Questions raised during site visits must be addressed to the point of contact in writing to qualify as a question for the purposes in this IFB. Verbal communications are non-binding.

In the event a prospective bidder discovers any conflicts, errors, ambiguities or discrepancies in or between the IFB and associated documents they shall bring these issues to the attention of the point of contact for written clarification. Failure to do so will not excuse the bidder from any portion of the IFB or project requirements.

No inquiries will be accepted after the question deadline noted herein. Written inquiries shall be directed to the point of contact noted in Section I (K).

J. Addenda or Supplements

In the event it becomes necessary to revise any part of this invitation for bid, an addendum will be provided to each prospective bidder that attends the pre-bid conference and registers with the Point of Contact noted below.

K. Point of Contact

The point of contact for all communication and business related to this Invitation for Bid is:

Cynthia Gerard, Buyer
Gila River Indian Community
Property and Supply Department
P.O. Box 97, Sacaton, Arizona, 85147
Phone: 520-562-6071, Fax: 520-562-6079
Email: cynthia.gerard@gric.nsn.us

L. Bid Deadline and Submission Information

One (1) original and five (5) copies of the bid response must be received on or before Monday, February 13, 2012 at 2:00 PM MST. Respondents mailing their bid response must allow sufficient time for mail delivery to ensure receipt by the date and time specified. Any bid response received after the deadline shall be deemed untimely and will be disqualified. Response packets must be submitted in a sealed envelope or package and identified with the following notation:

Response to Invitation for Bid for Project # DHD-03-2011

Bid responses shall be delivered or mailed to the point of contact noted in Section I (K) The submission of a Bid shall constitute an incontestable representation and offer by the submitting Contractor that:

1. The prospective Contractor has complied with each and every requirement of this bid, and;
2. Without exception, the bid is premised upon performing and furnishing one hundred percent (100%) of the work required by the Invitation for Bid, Construction Documents and all other information as provided and applying the specific means,

- methods, techniques, sequences, or procedures of construction that may be shown or indicated or expressly required same, and;
3. The prospective Contractor has given the Community proper notice of all conflicts, errors, irregularities, ambiguities and discrepancies in the Invitation to Bid and/or Construction Documents and/or other documents that the Contractor has discovered upon reasonable inspection and that the written resolutions thereof are acceptable to the prospective Contractor, and;
 4. The Contractor has promptly notified the Community of all conflicts, errors, ambiguities or discrepancies in or between the Contract Documents and/or this Invitation for Bid and/or other related documents. If such conflicts, errors, ambiguities or discrepancies have not been resolved through written resolution provided by the Community, the prospective Contractor has included in its bid the greater quantity and/or better quality of materials and/or workmanship, and/or compliance with the more stringent requirement resulting in greater cost, and;
 5. The Invitation for Bid, Construction Documents and other related documents is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for this project, and;
 6. The Contractor has studied and carefully correlated the prospective Contractor's knowledge and observations with the Invitation for Bid, Construction Documents and other related documents, and;
 7. The Contractor has considered and understands the Federal, State and Community Laws that may affect cost, progress, performance and/or furnishing of the work and the Contractor has incorporated this into his or her bid, and;
 8. All prospective Contractors submitting a bid must guarantee the bid for a minimum of sixty (60) calendar days from the bid response due date.

See Section V for a list and detailed description of the submission requirements. It should be noted that failure to provide any information requested in this Invitation for Bid may result in disqualification of the bid.

M. Award of Contract / Right to Reject

Bids shall be reviewed according to the submission requirements noted in Section V of this Invitation to Bid. The Community reserves the right to reject any and all bids, to waive informalities and irregularities in bids received and to accept any portion of any bid, or all items proposed therein, if deemed advantageous to the Community. Delivery of an Invitation for Bid to a prospective Contractor does not grant any rights to the Contractor and no agreement shall be binding on the Community or Contractor until a Construction Agreement is executed by both the Community and the successful bidder, and until such Agreement is delivered to said Contractor.

Following the award of a Construction Agreement, a pre-construction meeting will be held to discuss design, mobilization, construction, project management, and other related issues. A Notice to Proceed will be issued to the Contractor as a part of the meeting, noting authorized start date and other contract related information. Representatives from the General Contractor and all Subcontractors involved in the project are expected to attend.

N. Proprietary Information

Any restrictions on the use of the information and data contained within a bid must be clearly stated by the Contractor in the bid response.

O. Response Materials Ownership

All materials submitted in response to this Invitation for Bid shall become the property of the Gila River Indian Community and will only be returned to the prospective Contractor at the Community's option.

P. Incurring Costs

The Gila River Indian Community is not liable for any costs incurred by any prospective Contractor prior to the existence of a fully executed Agreement.

Q. Confidentiality

Any information about the Community, Community Departments, or the Project, or the Community members involved that is gathered by the Contractor for the purpose of responding to this Invitation for Bid shall not be revealed to any uninvolved third party or used for any other purpose without the express written consent of the Gila River Indian Community and signed by the Governor or his designee.

Section II – Scope of Work

A. **Scope of Work**

This Project involves the construction of single family residences within the Gila River Indian Community (GRIC). Construction activities shall take place in three (3) districts (governmental areas) of the Community.

Construction: Thirteen (13) homes are scheduled for construction as a part of this Project. Seven (7) different home designs will be utilized to construction this project. Adherence to all Federal regulations and GRIC ordinances governing these activities will be the responsibility of the Contractor.

Demolition: Many home sites will require demolition of an existing home or mobile home to accommodate new construction or to clear the property of this existing dwelling after the construction of the new home. Site visits are recommended to provide an opportunity to assess these individual situations. Regulated material testing has been completed for all homes identified for demolition as a part of this project. Adherence to all Federal regulations and GRIC ordinances governing these activities will be the responsibility of the Contractor.

Vegetation: Tree /brush removal, where required, shall be completed in accordance with all GRIC ordinances and regulations governing this activity. Home sites, whether occupied or not, may require general debris removal in addition to demolition and grubbing of the lot in order to facilitate construction.

Soils: One borrow pit has been reserved for obtaining soil required to supplement on-site soil for the purpose of constructing engineered building pads for the homes included in this project. Bidders shall utilize this material for all thirteen homes.

Finish floor elevations have been provided for each home site and should be used in calculating soil import quantities.

Cultural Testing: All home sites involved in this project are subject to cultural testing and clearance by the GRIC Cultural Resource Management Program. Adherence to all Federal regulations and GRIC Cultural Resource Management Program ordinances governing the activities associated with this project will be the responsibility of the Contractor.

Accessibility: No special accessibility considerations, above and beyond those noted in the construction documents, have been identified for this contract.

Electrical Svc: The Contractor will be responsible for trenching and conduit installation (including mule tape) for all underground electrical service installations.

Overhead electrical services will require coordination with the respective utility company to determine any special needs.

Security: Eight (8) foot tall security fencing with barbed wire top is required around the construction area of each home during construction. Fencing shall be installed as soon as reasonably possible after construction activities begin. Gates shall be closed and locked every evening and during the day when no one is on the site. Timing of the fence installation, removal and lock combination(s) shall be coordinated with the DHD project manager.

Section III – Contract Documents

A. Form of Contract

Unless otherwise expressed elsewhere in writing, the Construction Agreement will include, without limitation, the following as a part of one integrated agreement:

1. This Invitation for Bid and all other documents used for bidding and construction purposes.
2. The AIA Document A101-2007 Standard Form of Agreement Between Owner and Contractor Basis of Payment Stipulated Sum, modified to reflect the specific needs of the Community.

The Construction Agreement will be modified as necessary to reflect the specific needs of this project. In the event of any conflict, inconsistency or discrepancy between any provisions within or between the Construction Agreement and/or any other document used for bidding and construction purposes, the order of precedence in resolving such conflicts, inconsistencies or discrepancies shall be: first, the Standard Form of Agreement Between Owner and Contractor Basis of Payment Stipulated Sum; second, the General Conditions and Specifications; and last, other Contract Documents incorporated by reference into the Construction Agreement.

The Contractor may:

1. Identify opportunities to reduce cost through recommendations of alternative materials, equipment or systems, provided all proposed substitutions are of equal or better quality, meet desired construction outcomes and meet or exceed all applicable codes and ordinances in affect at the time of construction.
2. Identify opportunities to speed construction through recommendations of alternative phasing, sequencing, methods of construction, and/or early procurement of critical shop drawings, fabrications and long lead-time material and equipment.

The Construction Agreement is intended to represent an all-inclusive, one hundred percent (100%) construction cost, based on scope, size, quality and nature of the proposed project. It is the responsibility of the Contractor to evaluate the project based on a thorough review of all available documents provided by disciplines involved with the development and description of the project.

As such, it is the responsibility of each prospective Contractor, prior to submitting a bid, to:

1. Examine thoroughly the Invitation for Bids, Construction Documents and all other documents used for bidding and construction purposes.
2. Carefully examine all the material and information regarding the project site conditions made available by the Community and gathered during pre-bid site visits.

The Community does not represent that the available information and records show all relevant site conditions that may be encountered while performing the work, and the Community represents only that such information shows the site conditions encountered at the particular point where the information was obtained and input into the drawings or specifications.

3. Visit the site(s) on the dates and times designated by the Community. Contractors choosing not to visit the project site(s), or conduct investigations that provide the prospective Contractor with adequate information to prepare a complete response to this Invitation for Bid, will nevertheless be charged with knowledge of conditions that reasonable inspection and investigations would have revealed.
4. Take into consideration and be aware that seasonal weather conditions might considerably affect site conditions. As such, prospective Contractors shall make provisions for alternate construction techniques or additional equipment that might be needed, as the Community will not be responsible for these adverse conditions that occur regularly in this region of the Country.

The Contractor assumes all responsibility for deductions and conclusions as to the difficulties in performing the work, which may be made as to the nature of performing work affected by the geology and other surface and subsurface conditions at the project site.

B. Design Alternatives

Should a prospective Contractor find any aspects of the project that may benefit from an alternate design or specification, or from a substitute item, the prospective Contractor, prior to submitting its bid, may submit a request in writing to the Community for approval of an alternate or substitute. Upon approval by the Community, the prospective Contractor may then include the information and pricing of the alternate or substitute in its bid as a separate line item under Add/Alternates. Alternates and substitutes must not compromise the integrity of the design, functionally or aesthetically.

Section IV – Supplemental General Conditions

A. General

Project management services for the Gila River Indian Community (Community) will be provided by the District Housing Development (DHD) Office under the direction of the District Housing Development Manager. Contractor shall coordinate daily with the assigned Project Manager(s) to ensure an open and active channel of communication is maintained and each component of the project is clearly understood and executed in accordance with plans, specifications and all applicable codes and ordinances.

B. Contractor Furnished Materials

The Contractor shall provide all materials and labor necessary to complete this project in accordance with all applicable construction documents, specifications and clarifications provided by the Community. The Contractor shall obtain all licenses and permits, other than the building permit, necessary to complete this project and assume all responsibility for reporting or notifications required by said licenses and permits. Including but not limited to earth moving, regulated materials abatement & disposal, traffic control, and tribal employment.

C. Gila River Furnished Materials

The Community will furnish the Contractor all applicable construction documents, specifications and clarifications necessary to complete this project, including but not limited to building permits, site improvement plans, zoning variances and regulated material testing reports.

D. Payment

Pay applications, payments and other related processes and documents shall be performed as outlined in the Construction Agreement between the Community and the Contractor and in accordance with all Community procurement policies and procedures.

E. Bonding

The successful Contractor shall prior to, or contemporaneously with, the execution of the Construction Agreement, furnish and pay for a valid multiple-obligee performance bond and a valid labor and material payment bond (See References & Forms) in form and with such endorsements acceptable to the Community in a sum equal to 100% of the full amount of the Construction Agreement between the Community and Contractor. Said bonds shall be in effect through the warranty period, which is two (2) years after the certificate of occupancy for each home is granted. Such bonds shall name Contractor as principal with the Community and DHD as joint obligees.

The performance bond shall be for the protection of the Community and for those parties aligned with the Community as the Community sees fit. The payment bond shall be

solely for the protection of claimants performing labor and furnishing materials, machinery, fixtures, or tools to the Contractor or its subcontractors in prosecution of the work provided for in the Construction Agreement.

The payment bond and performance bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the state of Arizona and from a Treasury-listed Type "A" Company. In the event said surety or sureties become insolvent or have terminated their right to do business in the state of Arizona, Contractor shall, within ten (10) calendar days thereafter substitute another bond and surety as necessary, both of which must be acceptable to the Community.

The furnishing of payment and performance bonds as provided for in this section is a condition precedent to execution of the Construction Agreement. If the Contract Sum is increased, the sum of the payment and performance bonds must be increased correspondingly within ten (10) calendar days of such increase in the Contract Sum.

Failure to provide, prior to execution of the Construction Agreement, documentary evidence that the Contractor has obtained such payment and performance bonds shall result in the Community annulling the award, and the Contractor's bid security will be forfeited.

F. Insurance

The Contractor shall maintain adequate insurance coverage throughout the term of the Construction Agreement. Insurance coverage shall include, but is not limited to, General Liability, Professional Liability, Automobile Liability, Excess Liability, Pollution Liability, Workers Compensation and Employers Liability, and Property Insurance.

Contractor shall provide the Community with a Certificate of Insurance demonstrating that the insurance coverage required has been purchased and is in effect. The Contractor shall provide documentary proof of insurance showing the following:

1. Commercial General Liability with limits of \$1,000,000 per occurrence and a minimum \$2,000,000 general aggregate limit. This policy shall be written or endorsed to include the following provisions:
 - The Community and Department shall be named as additional insured.
 - Waiver of Subrogation
 - Cross-liability Endorsement
 - No Explosion, Collapse or Underground Exclusions
 - No Subsidence Limitations
 - No Contractual Limitations
 - AM Best Rating of A-7 or better
 - No Claims Made Policy forms acceptable on commercial general liability policy.
 - An endorsement providing limited coverage with respect to property under the care, custody and control of Contractor.
 - Contractual liability coverage for the Contractor's indemnity obligations

- Completed operations aggregate of \$2,000,000
 - Bodily injury covered under the policy shall include reasonable claims for mental anguish.
 - Excess liability coverage in the amount of \$1,000,000 per occurrence and a \$5,000,000 minimum general aggregate limit.
 - Non-owned automobile liability insurance, including coverage for hired and leased vehicles, with a limit of \$1,000,000 per occurrence and a \$2,000,000 minimum general aggregate limit.
2. Pollution Liability – If Contractor’s work involves the potential for asbestos, lead, mold or other regulated material or pollutant abatement, Contractor shall provide liability insurance coverage for claims arising out of abatement, removal, storage, transportation, and/or disposal activities. Such insurance shall be written on an occurrence basis with no sunset clause, or on a claims-made basis with a minimum 5 year extended reporting period (tail) with a limit of not less than \$5,000,000 for each occurrence or claim.
 3. Workers Compensation Insurance as required by Arizona law, including Employer’s Liability, with limits of:
 - For bodily injury by accident, \$1,000,000 per accident
 - For bodily injury by disease, \$1,000,000 per employee with a limit of not less than \$1,000,000.
 4. Performance and Payment Bonds (see Section IV (E)) shall be furnished to the Department prior to and as a condition precedent to the commencement of work. Said bonds shall be in effect through the warranty period, which is two (2) years after the certificate of occupancy for each home is granted. Such bonds shall name Contractor as principal and the Community and Department as joint obligees.

Contractor agrees that its failure to obtain or maintain the insurance required by this Section, or to provide a satisfactory Certificate of Insurance, shall be deemed a material breach of the Agreement and shall entitle the Community to cancel the Agreement and/or recover damages at its election. The Community reserves the right to request a current / or updated Certificate of Insurance at any time.

It is understood and agreed that authorization is granted to the Community by the Contractor to withhold payments to the Contractor until a properly executed Certificate of Insurance providing insurance as required herein and accompanied by a signed Agreement, is received by the Community.

Contractor agrees that any contract it enters into with a lower tier Contractor for the performance of any aspect of Contractor’s work under the Agreement, shall expressly bind such other Contractor to this language and requirements noted herein, making such obligations applicable to the other Contractor to the same extent as the General Contractor.

Contractor shall also require its lower tier Contractor to likewise bind and obligate any additional lower tier Contractor with which it contracts for any portion of the work under the Agreement. The purpose of this provision is to require any lower tier Contractors, regardless of their level of participation, to provide the insurance and indemnity required by the governing Construction Agreement.

G. Lien Waivers

In accordance with the Construction Agreement, the Community will require releases of liens, claims, security interests or encumbrances arising out of the contract submitted with each monthly payment, final payment and/or release of any retained percentage. Lien releases are a condition precedent to payment.

H. Tribal Business License and Right of Entry

The Contractor shall be responsible for obtaining a Tribal Business License, prior to commencing work on the project, and maintaining it through the entire term of the Construction Agreement.

A fully executed Construction Agreement will provide conditional Right-of-Entry privileges for those companies and individuals involved with the project, however, the Contractor must provide a list of all sub-contractors, individuals and vehicles (with license plate numbers) to the District Housing Development Office, through the project manager, prior to commencing work on the Project. Right-of-Entry privileges will be strictly enforced.

I. Tribal Employment Rights Ordinance

The Contractor shall be responsible for complying with the provisions of the Community's Tribal Employment Rights Ordinance (TERO) and with other related Community ordinances. The Contractor shall coordinate with the TERO office to ensure compliance with these regulations prior to the commencement of the project.

J. Disposal of Rubbish

The Contractor shall provide and pay for containers as required to properly contain and subsequently dispose of rubbish generated by subcontractors and others working on the project. These containers shall be emptied as necessary to avoid odors or an attractive nuisance / fire hazard. The Contractor shall be responsible for overall project housekeeping and shall maintain a clean and organized project at all times.

K. Taxes

The Gila River Indian Community is exempt from all material, sales and construction services taxes.

L. Reports and Meetings

The Contractor shall provide a weekly written progress report to the assigned project manager, indicating progress made on the project during the previous week, progress made on individual homes during the previous week, anticipated work to be completed during the upcoming week, subcontractor activities, manpower levels, weather conditions, progress delays, and any other pertinent observations or concerns related to jobsite conditions and project progress.

Attendance is expected at all DHD project progress meetings held weekly or more frequently if deemed necessary by the DHD Project Manager or the District Housing Development Manager.

M. Project Home Sites

The Contractor shall be responsible for all layout activities associated with each home site. A Site Improvement Plan (SIP) for each home site shall be provided by the District Housing Development office for reference and use by the Contractor for this purpose.

The Contractor shall provide and maintain a suitable means of temporary access into the contract work areas as necessary for vehicles and equipment of all trades, community departments or utility companies requiring such access. The Contractor shall be liable for repair or all damages to existing infrastructure, road improvements or home site improvements when damages result from any activities covered under the Construction Agreement.

The Contractor shall provide one (1) sign at a location mutually agreeable between the Contractor and DHD project manager for the purpose of identifying each home site involved in the project. The sign face shall not exceed 32 square feet. The sign shall be constructed with exterior grade plywood and wood or metal posts, braced and mounted above grade to a maximum height of 72 inches and painted front and back with a minimum of two (2) coats of white paint prior to lettering. The Contractor shall propose a size and design for approval prior to construction and installation. Signs shall be installed at each home site prior to any construction activities taking place.

The Contractor shall post no signs at the project site, other than the project identification sign noted above or those that may be required for safety or to be in compliance with Federal law.

N. Traffic Control

The Contractor shall be responsible for all traffic control required at streets adjacent to and used to access each home site, as required to enter and leave the site. The Contractor shall comply with all Federal or Gila River Indian Community laws and regulations governing traffic control and shall obtain all necessary permits required for these activities.

O. Earth Moving / Air Quality

The Contractor shall be required to obtain all necessary permits required for earth moving activities conducted at each site, including the transportation of all borrow material associated therewith. The Contractor shall comply with all Federal or Gila River Indian Community laws and regulations governing earth moving and shall obtain all necessary permits required for these activities.

The Contractor shall be required to observe all applicable Federal, State and Community laws or regulations associated with air quality. The Contractor shall utilize acceptable dust control methods and maintain acceptable air quality standards for the home site, surrounding area and along transportation / travel corridors used to access the home sites involved with this project.

The Contractor shall coordinate these activities with the GRIC Department of Environmental Quality.

P. Choice of Law

Performance of the terms of the Contract Documents shall be in accordance with and pursuant to the laws of the Gila River Indian Community and any action, special proceeding or other proceeding that may arise from, in connection with or by reason of the Contract Documents shall be resolved pursuant to the laws of the Gila River Indian Community and exclusively in its courts, except as provided in the Mediation and Arbitration Section of the Construction Agreement.

Nothing in the Contract Documents, or in any related document, agreement or undertaking, shall be construed as affecting, modifying, diminishing or otherwise impairing the sovereign immunity enjoyed by the Community, or its affiliates or subdivisions.

Q. Retention / Access to Records

The Gila River Indian Community, or any of their duly authorized representatives shall, until 3 years after final payment under the Construction Agreement, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to the Construction Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

Section V – Submittal of Bids

A. Submittal Requirements

The following list of submittal requirements shall be used by the Community to assess the completeness and responsiveness of each Bid submitted in response to this invitation.

1. The Contractor shall submit a Contractor's Qualification Statement, in a form consistent with AIA Document A305. Any additional information that is not covered within the Contractor's Qualification Statement, but requested of the Contractor under this Section shall be attached with the Contractor's Qualification Statement.
2. The Contractor shall include a list of all major subcontractors and suppliers intended for use on the project, including a description of their roles on the project and indicate all work that is to be self-performed (See References & Forms).

Prior to the award of the Contract, the Community will notify the successful Contractor in writing if either the Community or, after due investigation, has a reasonable objection to any entity proposed by the successful Contractor to be a subcontractor or supplier.

If the Community has a reasonable objection, the successful Contractor may submit an acceptable substitute entity with an adjustment in the Bid to cover the difference in cost, up or down, if any. The Community shall have the option of accepting the adjusted Bid price or disqualifying the prospective Contractor.

3. Contractor shall identify key personnel and consultants designated to work on any portion of this project, including the project superintendent.
4. Contractor shall provide a written commitment to the project schedule indicated in the Invitation for Bid, Construction Documents and other related documentation. Contractor shall also identify any other projects or circumstances that may conflict with the project schedule.
5. Evidence of financial viability and solvency, must be presented in each prospective Contractor's Bid, including its latest financial statement(s) for fiscal year end and the latest quarterly financial statement. Furthermore, the organization shall present its latest balance sheet and income statement in accordance with the Contractor's Qualification Statement, AIA Document A305. Prospective Contractors who fail to supply the requested documentation or demonstrate their financial viability and solvency shall be deemed non-responsive Bidders and shall be disqualified.
6. Each bid shall be accompanied by bid security in the amount of five percent (5%) of the total bid amount, exclusive of add/alternates. The bid security must be in the form of a cash deposit, certified or bank check made payable to the Community, or bid bond issued by a solvent surety licensed to do business in the state of Arizona and from a Treasury listed type "A" company. The bid security of the successful

Contractor will be retained until the Contractor has executed the Construction Agreement, furnished the required contract security and certificates of insurance, and met the other conditions regarding award of the contract, whereupon the bid security will be returned. If the successful Contractor fails to execute or deliver the aforementioned items the Community may annul the award and the bid security of the respective Contractor shall be forfeited.

The bid security of other prospective Contractors whom the Community believes to have a reasonable chance of receiving the award may be retained by the Community until the 60th day after the end of the bid review, whereupon bid security furnished by such prospective Contractors will be returned. Bid security with bids that are not competitive will be returned within fourteen (14) days of the bid submittal deadline.

7. Each bid must contain evidence of the prospective Contractor's registration and qualification to do business in Arizona. Licenses shall be consistent with residential construction. In addition, each prospective Contractor must provide proof of an active license bond in its name, obtained pursuant to Arizona Revised Statutes. Prospective Contractors who fail to provide such information in their bid shall be deemed non-responsive and shall be disqualified from consideration for this project.
8. The Contractor shall provide a Certificate of Insurance as outlined in Section IV (F) of this Invitation for Bids.
9. All bid forms provided herein must be completed in full and submitted as a part of the bid response.
10. All bids must be received at or before the date and time indicated by this Invitation for Bid. Bids received after the indicated date and time will be considered untimely and not qualified for consideration for this project.

Failure to provide any item or information requested by this Invitation for Bid may result in disqualification from consideration.

Section “A”

No.	District	Applicant Name	Bedroom Size	Design Plan	Homeable Leases	Legal Description	Physical Address	Cultural Survey/ Clearance	Electricity	Water	Septic Sewer	Gas	Septic Denial/ Utility Line Extension	Demo Home/ Trash/ Flood Extension	TOP/O SP	
1	D2	Antonio, Ruben	5	Santa Cruz (D3-SF)	Allotted	Alta #187, S1/2, S1/2, SE1/4, NW1/4 Sec. 20, T-4S, R-7E	8514 W. Syceton Falls Rd.	Completed/Processed	Available	Available	Required	Required	Utility Line Extension Req'd	Vacant Land-Sub/Tree Removal Native plant review sub on 4-19-11	SIP - On File	
2	D3	Jackson, Sariene	4	Oval (D3-4E)	Tribal	Lot 10, A2, R-2B Sec. 21, T-4S, R-6E	247 S Geneva Street	Completed/Processed	Existing	Existing	Existing	Existing-Nat'l Gas	Utility Line Extension Req'd (15'x 4")	Vacant Land-Clear NIP review sub on 4-19-11	SIP - On File	
3	D3	Silva, Patricia	5	Santa Cruz (D3-SF)	Tribal	Lot 26, New Sec. S/D Sec. 21, T-4S, R-6E	17 E STREET D	Clear/Processed	Available	Available	Available	Available	Utility Line Extension Req'd	Vacant Land-Clear NIP review sub on 4-19-11	SIP - On File	
4	D3	Johns, Duncan	2	Saguero (D3-2A)	Tribal	Lot 16, Syceton S/D C Sec. 16, T-4S, R-6E	46 S Syceton Road	Testing complete, monitor, over excavate to 72 inches	Available	Available	Available	Existing-Nat'l Gas	Existing	Old Structure Demol/Debris, possible septic tank demo, Concrete Removal	SIP - On File	
5	D4	Aglew Jr., Dennis R.	2	Saguero (D3-2A)	Allotted	Alta #6510-A S1/2, N1/2, NE1/4, SE1/4 Sec. 24, T-3S, R-5E	1974 N. Shudio Rd.	Testing complete, monitor, over excavate to 72 inches	Existing	Existing	Existing	Existing-Propane	Utility Line Extension/Septic Demo Possible	Vacant Lot clear.	SIP - On File	
6	D4	Haver, Linda	2	Saguero (D3-2A)	Tribal	Lot 11, Syceton Subd No. 3 Sec. 34, T-3S, R-6E	26 E. Snake Dr.	Testing complete, monitor, over excavate to 72 inches	Available	Available	Required	Required	Utility Line Extension Req'd	Vacant Land - Clear NIP review sub on 4-19-11	SIP - On File	
7	D4	Eric, Alvin P.	3	Walker (D1-3D)	Tribal	Lot 3, Syceton Subd No. 2 Sec. 33, T-3S, R-6E	167 E. Ko'Onusack Ln.	Testing complete, monitor, over excavate to 72 inches	Available	Available	Required	Required	Utility Ext. Req'd 40' +/-	Extensive Debris Removal NIP review sub on 4-19-11	SIP - On File	
8	D4	Mendoza, Patricia Ann	5	Cala (D3-5C)	Tribal	Lot 4, Syceton Subd No. 4 Sec. 29, T-3S, R-6E	769 W. Willow Dr.	Testing complete, monitor, over excavate to 85 inches	Available	Available	Required	Required	Utility Line Extension/Septic Demo Possible	Extensive Debris Removal septic tank demo, NIP review sub on 4-19-11	SIP - On File	
9	D4	Rojas Sr., Frank	4	Dove (D1-4C)	Allotted	Alta #6146 Lots 5/6, 7/8 N1/2, NE1/4, NE1/4 Sec. 4, T-3S, R-5E	3376 N. State Route 567	Completed/Processed	Available	Available	Required	Required	Utility Line Ext. 80 +/-	NIP review sub on 4-19-11 Lot clear	SIP - On File	
10	D4	Pisquet, Lesley J.	5	Santa Cruz (D3-SF)	Tribal	NW1/4, SW1/4 Sec. 19, T-3S, R-6E	1935 N. Smiths Hoopj Ln.	CHMP will follow and complete cultural testing once in complete, 72" Over excavation, monitor.	Available	Available	Required	Required	Existing	NIP review sub on 4-19-11 Demo home and septic tank west of home.	SIP - On File	
11	D4	Walker Jr., Fernando [HLP]	4	Sparrow (D1-4B)	Allotted	Alta #6341-3763 NW1/4, SE1/4 Sec. 5, T-3S, R-5E	3177 N. Walker Rd.	Completed/Processed	Available	Available	Required	Required	Existing	NIP review sub on 4-19-11, Demo home, septic tank, grad debris removal	Connected SIP - On File	
12	D4	Hodgwin, Jacquelyn	4	Dove (D1-4C)	Tribal	Lot 6, Syceton Subd No. 2 Sec. 34, T-3S, R-6E	196 E. Ko'Onusack Lane	Testing complete, monitor, over excavate to 72 inches	Available	Available	Required	Required	Existing	Existing	Debris removal	SIP - On File
13	D4	Estrogo, Diane	3	Palo Verde [D3-3H]	Allotted	Alta #1215-C S1/2, N1/2, SW1/4, NE1/4 Sec. 3, T-2S, R-4E	5395 W. Willis Rd.	Completed/Processed	Available	Available	Required	Required	Existing	Debris removal	SIP - On File	

District	RHIP Year	Last Name	First Name	Bedroom Size	Design Plan Selection	Color Package Selection	Stove	Water Heater
D2	2004	Antone	Rebecca	5	Santa Cruz	E	Propane	Electric
D3	2005	Jackson	Starlene	4	Quail	E	Natural Gas	Natural Gas
D3	2004	Saiza	Patricia	5	Santa Cruz	E	Natural Gas	Natural Gas
D3	2007	Johns	Duncan	2	Saguaro	E	Electric	Electric
D4	2004	Apkaw Jr.	Dennis R.	2	Saguaro	G	Electric	Electric
D4	2006	Havier	Linda	2	Saguaro	G	Propane	Electric
D4	2004	Enis	Alvin P.	3	Willow	D	Propane Handicap	Propane
D4	2004	Mendavil	Patricia Ann	5	Gila	D	Electric	Electric
D4	2005	Rojas Sr.	Frank	4	Dove	C	Propane	Propane
D4	2007	Pasqual	Lesley J.	5	Santa Cruz	E	Propane	Electric
D4	2004	Walker Jr.	Fernando	4	Sparrow	G	Electric	Electric
D4	2007	Holguin	Jacquelyn	4	Dove	G	Propane	Propane
D4	2007	Eskridge	Diane	3	Palo Verde	E	Propane Handicap	Propane

Section “B”

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____
_____, as
PRINCIPAL, and, _____ as SURETY,
are held firmly bound unto _____
_____ hereinafter called the Owner,
in the penal sum of _____
_____ (\$ _____), for the payment of
which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Principal

Surety

Name and Title

Name and Title

(signatures must be notarized.)

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

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

The total amount of premium charge is \$ _____.

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

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Performance and Payment Bond

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the

Secretary of the corporation
named as Principal in the foregoing bond; that _____
_____, who signed the bond on behalf of the Principal, was
then _____ of said corporation; that I know his signature thereto is
genuine; and that said bond was fully signed, sealed, and attested for and in behalf of said corporation
by authority of its governing body.

Signed: _____ (Date)
(Corporate Secretary)

Affix here, corporate seal:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND

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

END OF PERFORMANCE AND PAYMENT BOND

Performance and Payment Bond

Section “C”

SUBCONTRACTOR LIST FORM

1. GENERAL

- A. The Contractor must list below the names and license numbers of all qualified Subcontractors or suppliers he will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete or properly complete this list will constitute sufficient grounds to reject his bid.
- B. The Contractor may list himself to perform one or more of the listed categories of work for which he has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his own payroll, except that he may sublet those portions of the work, which are traditionally and commonly sublet by the representative Subcontractor in the community. If equipment is leased with operators, the operators need not be carried on the Contractor's payroll.
- C. List only a single name for each listing. If a change occurs in the list, brought about by the exercising of any of the alternates involved in the Bid Form, the Bidder must show this change on the list. If no name appears other than those listed under the base bid, adherence to those names will be required no matter which alternate, if any, is exercised.
- D. Submit this listing with the Bid without license numbers, in accordance with Instructions to Bidders. Resubmit this same listing, within 24 hours following the bid by fax to the Architect, with license numbers filled in.

2. LISTING

TRADE	NAME OF SUBCONTRACTOR	LICENSE NUMBER
Earthwork/Grading/Excavation	_____	_____
Site Utilities	_____	_____
Paving	_____	_____
Termite Control	_____	_____
Landscape and Irrigation	_____	_____
Concrete	_____	_____
Miscellaneous Metal	_____	_____
Rough Carpentry	_____	_____
Architectural Woodwork	_____	_____
Insulation	_____	_____
Exterior Insulation and Finish System	_____	_____
Storefront System and Glazing	_____	_____
Built-up Roofing	_____	_____

Hollow Metal Doors and Frames _____
Aluminum Storefront _____
Door Hardware _____
Gypsum Board _____
Ceramic Tile _____
Resilient Floor Covering _____
Carpeting _____
Painting _____
HVAC _____
HV AC Control Systems _____
HVAC Testing and Balancing _____
Plumbing _____
Electrical Power and Lighting _____
Fire Alarm System _____
Electrical Special Systems _____

Signed _____
(Bidder / Contractor)

END OF SUBCONTRACTOR LIST FORM

Section “D”

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
PRINCIPAL, and as SURETY, are held and firmly
bound unto herein called the "Owner" in the penal sum of \$ _____, lawful money
of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted this
accompanying bid, dated _____
for _____

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

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

Principal

Surety

Name and Title

Name and Title

(Signatures must be notarized.)

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

END OF FORM

Section “E”

**Gila River Indian Community
District Housing Development Office
DHD-03-2011**

BID FORM

Date: _____, 2012

Bid of _____

a corporation organized and existing under the laws of the State of _____,

a partnership consisting of _____; and individual trading as _____,

Project Number: DHD-03-2011

Project Description: This project consists of earthwork, demolition, site preparation, and construction of thirteen (13) new single family residences in the Gila River Indian Community. Construction will take place in four districts (governmental areas) of the Community.

To: Gila River Indian Community – District Housing Development Office

1. In compliance with your Notice and Invitation for Bids, the undersigned hereby offers to perform the work, for the project referenced above, in strict accordance with the Contract Documents, and agrees, upon written notice of acceptance of this Bid at any time within sixty (60) calendar days after Bid Submittal Due Date, that he or she will execute the Agreement between GRIC and the General Contractor in accordance with the Bid as accepted, and give bond, as sufficient surety, in the amount of one hundred percent (100%) of the Contract Amount, within ten (10) calendar days after the Contract and General Conditions between GRIC and General Contractor is presented for signature.

I – Bid: In addition to noting total price below attach a Schedule of Values, including Profit, Overhead and other associated costs, broken down by individual homes. Include associated add/alternate costs broken down by individual homes.

Written Bid Price _____ (\$ _____),
Numerical Bid Price

**Gila River Indian Community
District Housing Development Office
DHD-03-2011**

II – Add / Alternates:

Description:

Written Bid Price _____ (\$ _____).
Numerical Bid Price

Description:

Written Bid Price _____ (\$ _____).
Numerical Bid Price

Description:

Written Bid Price _____ (\$ _____).
Numerical Bid Price

III – Total Bid (Base plus Add / Alternates):

Written Bid Price _____ (\$ _____).
Numerical Bid Price

- 2. It is understood and agreed that the work shall be commenced by the undersigned Bidder, if awarded the Contract for the Project, on the date of the Notice to Proceed issued by GRIC and as required to maintain the Project Schedule.

**Gila River Indian Community
District Housing Development Office
DHD-03-2011**

3. The undersigned hereby acknowledges receipt of the following Addenda, if any:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

4. The undersigned hereby understands that the Community reserves the right to reject any and all Bids, to waive informalities and irregularities in Bids received and to accept any portion of any Bid, or all items proposed therein, as determined by GRIC at its sole discretion, if deemed advantageous to the Community.

Corporate Seal

Submitted by:

Signature

Printed Name

Printed Title

Company Name

Company Address

Arizona Contractor's License Number