

# SECTION 6

## **Project Management**

**BUREAU OF INDIAN AFFAIRS  
HOUSING IMPROVEMENT PROGRAM (HIP)  
PROJECT MANAGEMENT**

04/04  
Section 7  
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After you have determined who you will serve, the first thing to be done is a thorough inspection of the each applicant's house. This section will cover all of the areas of home construction that must be looked at to ensure a complete and thorough inspection for renovation / repair. The Preliminary Inspection Form will help you in organizing your approach and information needed. You may wish to start on the interior and work to the exterior because you will undoubtedly get dirty when in the crawlspace or trekking about outside and you will not want to track mud or dirt into the home. Whatever your approach, it should be timesaving and flow smoothly.

You should be familiar with construction terminology and be able to record substandard conditions in a clear concise language so that there will be no guessing later when you prepare the scope of work and cost estimate. You should also know when measurements will be needed and how to measure.

You will need tools that are in good working order and easily carried about. The following are recommended: flashlight, tape measures (25 Ft. and 100 Ft.), level, screw drivers (slotted and Phillips), multi blade knife, electrical circuit tester, camera with flash, coveralls, hat, protective eyewear/facemask, clipboard, pens/pencils.

### **PRELIMINARY INSPECTION**

Preliminary Inspection, as defined for this purpose, is the initial overall inspection that you will conduct to determine the condition of the home and will be used to determine the work to be performed (Scope of Work) and Cost Estimation. A house is made up of systems designed to preserve and protect both itself and the occupants who live in it. Consequently, homes are designed and constructed as systems and are integrated into a whole to provide a complete living environment that is both practical and engineered to standards of safety. Building codes are dedicated to the development of better building construction and greater safety to the building and occupants. Building codes also provide minimum requirements and are time tested. While you must adhere to codes, you must also be concerned with the Housing Improvement Program (HIP) regulation (25 CFR Part 256) criteria, such as **DECENT, SAFE and SANITARY** (Part 256.2 Definitions - standard housing). Cost effectiveness is also another factor that must be considered. The right combination of all these factors will contribute to a successful project.

Preliminary inspection is much more than visual observation. You must be able to transform what you see into the written word and measurements, which will be used, along with photographs (if taken), as your only guideline for preparing a scope of work and cost estimate. You must be familiar with how each system works and be aware of common solutions used to solve problems. Sometimes you must be innovative to solve particular problems, therefore, the more knowledge you accumulate and experience you gain, the easier it will be to ensure a better product.

There are four basic items of information you must keep in mind when inspecting: **TYPE, SIZE / DIMENSION, CONDITION AND QUANTITIES.**

The following are areas that must be inspected to ensure a complete and thorough inspection for renovation /repair:

**Exterior:** Footing/Foundation, Crawlspace/Under Floor Structure, Attic, Plumbing, Siding, Deck/Porch/Stairway/Ramp, Roof, Electrical Service Entry, Doors, Sanitation, Ventilation, Insulation.

**Interior:** Doors, Floors, Walls, Ceilings, Windows, Heating, Electrical, Plumbing, Fixtures (electrical and plumbing), Cabinets/Countertops, Smoke Detector, Attic, Mechanical/Ducting, Insulation, Electrical system.

The Preliminary Inspection Form refers to specific locations in the home and further focuses on items to look at within that area. The HIP regulations define standard housing (Part 256.2) and as such will be the deciding factor as to whether you will repair or replace the structure. Items that are in good condition should also be noted. Improvements that are for cosmetic purposes only, are considered unnecessary and are not allowable. Keep in mind that an item may be considered unsightly but not necessarily fall into a substandard category. In fact, a homeowner may ask you to change something simply because they do not like the appearance or the home may be unsightly because of poor housekeeping. Also, extravagant improvements are not allowable. Be aware that repairs may also require accessibility standards to be implemented. Designs will be in conformance with the **Uniform Federal Accessibility Standards (UFAS) or Americans with Disabilities Act Accessibility Guidelines (ADAAG)**, whenever it provides equal or greater accessibility than UFAS. Seismic Safety requirements are also to be considered. Determine the seismic zone the home is located in and construct in accordance with your adopted building code. Look for signs that signal substandard conditions: rot/decay, cracks/breaks/curls, leakage, deterioration to the point of being unsafe, discoloration, improper support, improper size/span, inadequate ventilation/ insulation (where required), accessibility, improper construction, clearances/grades/slopes, improper materials (labels), unsanitary conditions and pests. You should also be aware that hazardous materials: asbestos, lead paint, radon and carbon monoxide may be in or around the home. It is also important to note items that are in good condition, on your inspection form.

Following is a list of specific items that must be included in the inspection:

### FOUNDATION

Foundations are required to support all loads.

exposed footing/depth

footing size - minimum width

footing on or adjacent to slopes - stepped

foundation walls - cracks/crumbling concrete, damp proof, waterproof

foundation ventilation - size/ratio, location

sill plate - size

missing or broken foundation bolts

soils condition/type - organic material

water/moisture present - water penetration  
reinforcing bars (grounding electrodes)  
backfill - depth  
finished grade - slope  
slab-on-grade - crack, breaks, level, above soil line

#### UNDERFLOOR (crawl space)

access opening - location, dimensions  
vapor barrier - type, location, sealed seams, up walls  
debris - wood chips, other  
pests - carpenter ants, termites, rodents, reptiles, small mammals  
standing water - moisture

#### FLOOR STRUCTURE

decking - identification/grade, fasteners  
framing - spans, trusses, openings  
blocking/bridging/supports - size, where required  
posts/beams/girders/ - size/spans, pressure treated  
steel columns - size, rust proof  
clearances - above grade and on concrete walls  
joists/rim joists - spacing, drilling, notching, clearances  
dry rot  
pier pads/runners - size  
draft stopping - location  
floor insulation - properly installed, adequately secured, R factor

#### UNDERFLOOR PLUMBING

supply pipes - size, shutoff valve, insulation, grounded  
drain pipes - size, slope, clean outs - accessible

#### EXTERIOR

siding - type, clearances  
doors - size, insulated  
landings/porch/deck/stairways/ramps - size, location, slope  
handrails/guardrails - height/width  
GFCI receptacles - locations  
light fixtures - location/clearances  
faucets  
paint

#### ROOF

covering - type, underlay, application/lap/fasteners, number of layers (re-roofing), broken, missing, loose, curling, cupping, worn flashing, moss  
ventilation - size/ratio, location  
gutters/down spouts/splash blocks - leaking, missing, loose  
fascia/soffits

sheathing- identification/grade/fasteners  
rafters/trusses/ridge board, purlins/collar ties - pitch/slope  
attic insulation-R factor  
soil stack/plumbing vents  
electrical weather head-clearances  
chimney - condition, clearance

### ELECTRICAL

service entry (drop)-clearances  
service panel- fuses/breakers, identification,size,readily accessible  
grounding electrode - size, location  
branch circuits/conductors - size, number/loads, type, grounded, supports  
boxes - size, grounded  
receptacles (GFCI)/lighting fixtures - location/clearances, number/location, grounded

### PLUMBING

sanitation system-pipe size,connections  
water system-pipe size, connections,insulation  
exterior faucets - frost proof  
water heater-strapped, pressure-relief valve  
proper and adequate venting

### HEATING SYSTEM

central furnace (oil/gas/electric)-adequate BTU, combustion air, vented,  
ducting - supports, size, insulation  
fireplace/wood stove, chimneys - clearances, heat shield, hearth  
heat pump  
carbon monoxide detector

### UTILITY ROOM - dimensions

door-size  
floor - subfloor, covering  
walls - covering, fasteners, paint  
ceiling - covering, fasteners, paint, height  
washer/dryer supply/drain  
dryer vent  
receptacles-location, grounded  
service sink  
light fixtures  
windows  
mechanical vent - type/size

### KITCHEN - dimensions

door - size  
floor - subfloor, covering

walls - covering, fasteners, paint  
ceiling - covering, fasteners, paint, height  
cabinets  
counter tops  
GFCI receptacles - location, grounded  
light fixtures  
sink/plumbing - supply lines, shutoff valves, drain pipes  
ventilation over range - ducting  
windows  
heat source

DINING AREA - dimensions

door - size  
floor - subfloor, covering  
walls - covering, fasteners, paint  
ceiling - covering, fasteners, taped, paint, height  
light fixtures  
receptacles - location, quantity, grounded  
windows  
heat source

LIVING ROOM - dimensions

door - size  
floor - subfloor, covering  
walls - covering, fasteners, taped, paint  
ceiling - covering, fasteners, taped, paint, height  
closet - door  
light fixtures  
receptacles - location, quantity, grounded  
windows  
heat source

BATHROOM(S) - dimensions

door - size  
floor - subfloor, covering  
walls - covering, taped, paint  
ceiling - covering, taped, paint, height  
cabinet  
tub/shower - caulking  
toilet - caulking  
sink/plumbing  
light fixtures  
GFCI receptacles - location  
mechanical ventilation - capacity  
window(s) - dimensions, net opening  
heat source

HALLWAY - dimensions

doors - size  
floors - subfloor, covering  
walls - covering, taped, paint  
ceiling - covering, taped, paint, height  
closet - door  
light fixture  
receptacles - location, grounded  
smoke detector - hardwired, battery backup  
heat source.

BEDROOM(S) - dimensions

door - size  
floor - subfloor, covering  
wall - covering, fasteners, taped, paint  
ceiling - covering, fasteners, taped, paint, height  
closet - door  
light fixture  
receptacles - location, grounded  
smoke detector - hardwired, battery backup  
windows - sill height, net opening  
heat source.

OTHER ROOMS

same as above

HAZARDOUS MATERIALS/CONDITIONS

asbestos  
lead paint  
radon  
carbon monoxide

DEBRIS REMOVAL

All construction material waste produced - left on site

Trees (close to the home) - Homeowners should be made aware that dropped needles or leaves will accumulate on the roof and in gutters and down spouts and create dams for water to pool which could eventually lead to leakage and damage.

After you have completed the preliminary inspection, identifying the repairs that will be done and writing a scope of work, you must estimate the total cost of the repairs and improvements to the dwelling.

## SCOPE OF WORK

### 2015 HIP – <applicants name>

The <Tribe> will acquire a new single-story, 3-bedroom, 2-bath modular home for <applicant>, a member of the <Tribe>.

#### Building Standards

1. The Tribe shall acquire or build a new home within the Housing Improvement Program (HIP) Category C – New Home.
2. The Tribe shall prepare and provide the appropriate National Environmental Protection Assessment (NEPA) clearance for the new home-site.
3. The Tribe shall perform all work in strict compliance with 25CFR, Part 256. Any work or materials that are not in conformance with the terms of this Contract and with 25 CFR, Part 256, will be rejected if these guidelines are contracted. The replacement of rejected work will be at the Tribe's expense.
4. The Tribe shall furnish or subcontract all necessary labor, materials, equipment and other services to complete the required acquisition and/or new housing construction under this contract in accordance with current the Tribal Procurement Policies.
5. The Tribe shall prepare a plan specific to HIP Category C for this new unit. The plan shall include the following:
  - Preliminary drawings, specifications and cost estimates.
  - A phased construction schedule.
  - Site layout for grading and utility distribution.
  - Design, elevations, unit and roof total square feet.
  - General construction to include: placement of heating, mechanical, electrical and utility systems.
  - Workmanship involved.
  - A statement describing the quality of materials.
6. The Indian Health Service (IHS) may provide water sanitation facilities for HIP houses.
7. Applicable codes: Depending upon the type of acquisition and/or construction involved, the appropriate codes will be followed.
8. Once the final acquisition or new home construction has been completed a final inspection will be conducted by a contracted building inspector, the CDD office and the participant, to determine that the work complies with all contract specifications and requirements.

## SCOPE OF WORK

The scope of work is your written word that describes what work is to be accomplished for the project. It must be precise, to the point and specific. It includes specifications of materials and construction and may also include drawings and floor plans. There should be no confusion or misinterpretation as to the meaning of the work to be performed. If there is, you have a poorly written scope of work. Your scope of work will be read by the homeowner, your supervisor, subcontractor, inspector, and attorneys or judges should you become involved in a legal dispute concerning the project. Always keep in mind that contractors will submit their bid based upon the scope of work. If you are descriptive and clear as to your word usage, there is no reason why you should be misunderstood or be unable to say what you mean so that another person understands exactly what you want. You must never use slang words in your scope of work. You should always use the correct construction terminology, words that have a standard meaning throughout the construction or manufacturing industry, as well as the correct symbols in plans/drawings. While there is no perfect scope of work, there are some language phrases that should never be used, such as: "CHECK ON," "FIX," "AS NECESSARY," "AS NEEDED," "TAKE CARE OF." These words are vague and do not adequately describe what is to be done. You should never tell your contractor to do anything "as necessary" or "as needed." You must decide what is necessary or needed and say so.

There are, of course, phrases that are acceptable and necessary to use, such as: "remove and properly dispose," "provide and install new," "replace existing with," "repair existing" (state what, how much and how), "tear off existing asphalt shingle roof covering to sheathing, inspect sheathing for rot, decay or material weakness and notify HIP coordinator, who will also inspect, before proceeding with roof repair," "measurements are approximate," "(Washington, Oregon, Idaho, Montana, Alaska) State certified electrician or plumber to inspect and provide a report to HIP coordinator as to condition of."

Your scope of work should contain the name, address and phone number of the HIP recipient at the top of the first page. The potential bidders can then call or make arrangements, within their schedule, with the homeowner to see the home. All pages should be numbered and the whole document should be labeled with an exhibit number to identify it within your construction contract. Plans/specifications should be labeled with succeeding exhibit numbers. All items, within your scope of work should be titled by subject headings such as: Foundation, Roof, Exterior Siding, Interior, Electrical, Plumbing, Window Schedule etc. All items within the subject category should be numbered in sequence within that category. You should leave lines at the end of each category where you will fill in your cost estimate. Of course, you must not provide the scope of work with your cost estimate to bidders. You should leave the cost estimate line blank and have your contractor submit a line item bid rather than a lump sum bid. In this way you can compare what the cost for each item should be, to the contractor's bid. Two things to remember about your scope of work is that it is not a construction contract and should not contain clauses pertaining to legalities. Secondly, you must not ever let your contractor write it for you. You are the housing professional and should be able to take the time to develop it. Contractors may offer suggestions to change items, based on their building experience, after they have looked at the home. It is okay to change the scope of work, but all bidders should have the opportunity to bid on the changes. In accordance with 256.18, after the scope of work is finished you must present it to the homeowner for signature concurring with the scheduled work.

## COST ESTIMATION

A construction cost estimate provides a basic tool through which the program manager can use to determine the category of service to be provided. The dollar amount of the project will determine the category of service. For this reason, a cost estimate is required. This means you provide a cost estimate since you are the program manager who must ensure that funds are not wasted and fairness is achieved, both in what you receive, and in what you pay for. The very word estimate means to judge, gauge or determine roughly. In this case, it is to calculate the approximate value or costs of the specific work you want performed. There is more than one way for you to estimate. One method would be for you to call around to get material, labor and equipment costs and based on historical data, such as manhours per specific job operation, determine the costs. This can be time consuming and you, as a new estimator, may not have historical data. The easiest and most economical method would be to purchase reference books about estimating. If you have one or have access to a computer, these books usually contain compact computer discs that you can download into a computer and prepare an estimate from the program. You should check out the available cost estimating publications at your local construction bookstore. The HIP regulations (Part 256.17) provides that, based on the list of improvements or repairs to be done, you must estimate the total cost of the improvements or repairs to the dwelling, and that, cost estimates must be based on locally available services and product costs, or other regional-based, industry-recognized cost data, such as that provided by MEANS or MARSHALL SWIFT. The estimator we are familiar with is the NATIONAL REPAIR & REMODELING ESTIMATOR published by the Craftsman Book Company. There are estimators specifically for new construction. Repair and remodeling work, compared to new construction, is more expensive due to a normally smaller volume of work. Other methods include "the guess method" such as "all bathrooms cost \$5000 or it looks like an \$8000 job to me." Another is "the per measure method" such as "remodeling cost \$60 per square foot; the job is 500 SF, so the price is \$30,000." These last two methods are not accurate and are not recommended.

## PROCUREMENT OF CONSTRUCTION

We have covered the topics of preliminary inspection, writing a scope of work, and estimating the cost of the work which brings us to the next step, the procurement of construction services. The HIP regulations state that you must follow "Federal procurement or other Bureau-approved tribal procurement policy" (Part 256.20). Your tribe should have specific regulations for the procurement of construction services, for it is a special issue and can be very complicated. If you have such policies in place we urge you to become as familiar as possible with them and get to know the people who will be involved in the process. You should also have a well written construction contract with all the correct and necessary items and clauses to ensure your project is protected.

The HIP regulations are not intended to cover procurement, however, they do state that you must seek competition ("invite bids on the project to interested parties") (Part 256.20). Other important requirements include "partial payments will not exceed 80 percent of the value of the completed work" which means you will retain 20 percent and pay only upon completion (Part 256.20). This does not necessarily mean total project completion, but rather, you will pay only for the work that has been completed at the time payment is requested. Of course, you must inspect the work to ensure it

is, in fact, complete and done in accordance with your scope of work, applicable building codes or special requirements you may have incorporated into your construction sub-contract. As an example, your contractor advises you that the repair work to the roof has been completed and requests payment. The total line item bid submitted and accepted for the roof repair was \$1000. You inspect the roof and determine that the work has been completed correctly. You will authorize payment to the contractor of 80% (\$800) and retain 20% (\$200). How long you keep the retainage is a matter of policy, however, it is best to wait a reasonable amount of time to ensure that the work will withstand the test of time and that the homeowner has used whatever equipment may have been installed. The contractor should, at the least, warrant his workmanship for one year from the time of completion. This, of course, should all be written within your construction contract. You may or may not, depending upon your tribal practice, be involved in the selection of your contractor. In any case, we highly recommend that you "check him out". This can be done with a simple phone call to the state office in which you reside. You will want to know about licenses, bonds and any current or past complaints about his business. You will need to know the correct company name and contractor registration number to make this inquiry. Ask for references and call them. Every State has an office (Construction Contractors Board) where you may call for contractor registration and information. Check your local phone book or State capitol for the phone number. You need a contract that is specially drafted for your needs. Don't try to skimp. Avoid one page forms. Drafting a contract is an art. You may or may not be the writer or not even involved in the drafting of the construction contract. You may have procurement persons or attorneys working for your Tribe who do this. You should become familiar with the contract and know what the terms of the contract are, so you can properly manage the project and bring it to a successful completion.

### PRECONSTRUCTION CONFERENCE

After a contract has been awarded and before you issue the contractor a notice to proceed, you should schedule a preconstruction conference. It may be held at the location of your choice. If the project is a repair project, it should be held at the home to be repaired. Present at this conference should be the homeowner, the sub-contractor, IHS representative if they are to do any water/sewer work, and the HIP Coordinator or Tribal representative. At this conference you will review the scope of work, explain what each participant's role will be, depending on the scope of work, whether the homeowner will move out or remain living in the house, moving personal effects out of the house or room to room, storage of personal effects. You should also discuss the useage of electricity, heating, possible change orders, progress inspections before payments are made to the contractor for acceptable work in place, payments to vendors, retainage, final inspection, punch list items, acceptance of the project, lien waivers, final payment, warranties on workmanship and products. You should also discuss the need to practice safety on the job and cleaning up the premises at the end of each working day and at project completion and the proper disposal of debris and waste materials.

### PROJECT COMPLETION

When the sub-contractor has completed the work, the servicing housing office must notify the homeowner, in writing, that the work has been completed and when the final inspection will be performed. In accordance with 25 CFR, 256.23 the homeowner will be asked to be present at the final inspection. The homeowner will also be asked to sign the written notice and return it to the service housing office representative.

BUREAU OF INDIAN AFFAIRS  
HOUSING IMPROVEMENT PROGRAM (HIP)  
PRELIMINARY INSPECTION

7  
04/04

TRIBE: \_\_\_\_\_ DATE: \_\_\_\_\_  
APPLICANT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_  
TYPE OF STRUCTURE: \_\_\_\_\_ YEAR BUILT: \_\_\_\_\_ STORIES: \_\_\_\_\_  
NO. OCCUPANTS: \_\_\_\_\_ NO. SLEEPING ROOMS: \_\_\_\_\_  
LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ SQ. FT.: \_\_\_\_\_  
ACCESSORY BUILDINGS: \_\_\_\_\_

TYPE, SIZE, CONDITION, QUANTITIES  
FOUNDATION

TYPE: \_\_\_\_\_  
VENTILATION: \_\_\_\_\_  
UNDERFLOOR CLEARANCE: \_\_\_\_\_  
VAPOR BARRIER: \_\_\_\_\_  
UNDERFLOOR INSULATION: \_\_\_\_\_ R-FACTOR \_\_\_\_\_  
ACCESS/DIMENSIONS: \_\_\_\_\_  
FLOOR STRUCTURE: \_\_\_\_\_  
DIMENSIONS: \_\_\_\_\_  
GRADING/SLOPE: \_\_\_\_\_  
WATER PIPES/TYPE/CONDITION/INSULATION: \_\_\_\_\_  
DRAIN/TYPE/CONDITION: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

EXTERIOR

EXTERIOR WALLS (TYPE, THICKNESS): \_\_\_\_\_  
INSULATION: \_\_\_\_\_ R-FACTOR \_\_\_\_\_  
SIDING/TYPE/CLEARANCE: \_\_\_\_\_  
EXTERIOR DOORS: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_  
PORCH/STEPS: \_\_\_\_\_  
GFCI RECEPTACLES: \_\_\_\_\_  
LIGHT FIXTURES: \_\_\_\_\_  
EXTERIOR FAUCETS: \_\_\_\_\_  
PAINT: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

ROOF

TYPE OF COVERING: \_\_\_\_\_  
VENTILATION: \_\_\_\_\_  
GUTTERS/DOWNSPOUTS/SPLASHBLOCKS: \_\_\_\_\_  
SHEATHING: \_\_\_\_\_  
RAFTERS: \_\_\_\_\_  
ATTIC INSULATION/DEPTH (3.3 x Depth= R-Factor): \_\_\_\_\_  
DIMENSIONS AND PITCH(Rise): \_\_\_\_\_  
STACK/PLUMBING VENTS: \_\_\_\_\_  
SOFFET: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

ELECTRICAL

SERVICE ENTRY CONDUCTORS(Adequate size): \_\_\_\_\_  
SERVICE PANEL SIZE(Amps): \_\_\_\_\_  
SERVICE PANEL TYPE(Breakers, Fuses): \_\_\_\_\_  
CONDITION: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

PLUMBING

SANITATION SYSTEM: \_\_\_\_\_  
WATER SYSTEM: \_\_\_\_\_  
EXTERIOR FAUCETS: \_\_\_\_\_  
WATER HEATER/LOCATION: \_\_\_\_\_  
PRESSURE RELIEF VALVE/DOWNSPOUT: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

HEATING

TYPE OF SYSTEM: \_\_\_\_\_  
CONDITION: \_\_\_\_\_  
ALTERNATE SYSTEM: \_\_\_\_\_  
CONDITION: \_\_\_\_\_  
CARBON-MONOXIDE DETECTOR: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

UTILITY ROOM

FLOOR DIMENSIONS AND TYPE OF COVERING: \_\_\_\_\_  
WASHER/WATER SUPPLY/DRAIN: \_\_\_\_\_  
DRYER/OUTLET/VENT: \_\_\_\_\_  
SERVICE SINK: \_\_\_\_\_  
LIGHT FIXTURES: \_\_\_\_\_  
RECEPTACLES: \_\_\_\_\_  
WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_  
CEILING: \_\_\_\_\_  
WINDOW TYPE AND SIZE: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

KITCHEN

FLOOR DIMENSION AND TYPE OF COVERING: \_\_\_\_\_  
WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_  
CEILING: \_\_\_\_\_  
CABINETS: \_\_\_\_\_  
COUNTER TOPS: \_\_\_\_\_  
GFCI RECEPTACLES: \_\_\_\_\_  
LIGHT FIXTURES: \_\_\_\_\_  
SINK AND PLUMBING: \_\_\_\_\_  
VENTILATION OVER RANGE: \_\_\_\_\_  
DOORS: \_\_\_\_\_  
WINDOW TYPE AND SIZE: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

FLOOR DIMENSION AND TYPE OF COVERING: \_\_\_\_\_  
 WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_  
 CEILING: \_\_\_\_\_  
 LIGHT FIXTURES: \_\_\_\_\_  
 DOORS: \_\_\_\_\_  
 WINDOW TYPE AND SIZE: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_

LIVING ROOM

FLOOR DIMENSIONS AND TYPE OF COVERING: \_\_\_\_\_  
 WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_  
 CEILING: \_\_\_\_\_  
 CLOSET: \_\_\_\_\_  
 DOORS: \_\_\_\_\_  
 LIGHT FIXTURES: \_\_\_\_\_  
 RECEPTACLES: \_\_\_\_\_  
 ENTRY: \_\_\_\_\_  
 WINDOWS SIZE AND TYPE: \_\_\_\_\_  
 HEAT SOURCE: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_

BATHROOM #1

FLOOR/SUBFLOOR DIMENSION AND TYPE OF COVERING: \_\_\_\_\_  
 WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_  
 CEILING: \_\_\_\_\_  
 CABINET: \_\_\_\_\_  
 TUB/SHOWER: \_\_\_\_\_  
 TOILET: \_\_\_\_\_  
 SINK AND PLUMBING: \_\_\_\_\_  
 VENTILATION: \_\_\_\_\_  
 LIGHT FIXTURES: \_\_\_\_\_  
 GFCI RECEPTACLES: \_\_\_\_\_  
 DOOR: \_\_\_\_\_  
 WINDOW TYPE AND SIZE: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_

BATHROOM #2

FLOOR/SUBFLOOR DIMENSION AND TYPE OF COVERING: \_\_\_\_\_  
 WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_  
 CEILING: \_\_\_\_\_  
 CABINET: \_\_\_\_\_  
 TUB/SHOWER: \_\_\_\_\_  
 TOILET: \_\_\_\_\_  
 SINK AND PLUMBING: \_\_\_\_\_  
 VENTILATION: \_\_\_\_\_

LIGHT FIXTURES: \_\_\_\_\_  
 GFCI RECEPTACLES: \_\_\_\_\_  
 DOOR: \_\_\_\_\_  
 WINDOW TYPE AND SIZE: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_

HALL

FLOOR DIMENSIONS AND TYPE OF COVERING: \_\_\_\_\_  
 WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_  
 CEILING: \_\_\_\_\_  
 DOORS: \_\_\_\_\_  
 LIGHT FIXTURES: \_\_\_\_\_  
 RECEPTACLES: \_\_\_\_\_  
 SMOKE DETECTOR: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_

BEDROOM 1

FLOOR DIMENSIONS AND TYPE OF COVERING: \_\_\_\_\_  
 WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_  
 CEILING: \_\_\_\_\_  
 CLOSET: \_\_\_\_\_  
 DOORS: \_\_\_\_\_  
 LIGHT FIXTURES: \_\_\_\_\_  
 RECEPTACLES: \_\_\_\_\_  
 SMOKE DETECTOR: \_\_\_\_\_  
 WINDOW TYPE AND SIZE: \_\_\_\_\_  
 A. OPENING DIMENSIONS: \_\_\_\_\_  
 B. SILL HEIGHT FROM FLOOR: \_\_\_\_\_  
 HEAT SOURCE: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_

BEDROOM 2

FLOOR DIMENSIONS AND TYPE OF COVERING: \_\_\_\_\_  
 WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_  
 CEILING: \_\_\_\_\_  
 CLOSET: \_\_\_\_\_  
 DOORS: \_\_\_\_\_  
 LIGHT FIXTURES: \_\_\_\_\_  
 RECEPTACLES: \_\_\_\_\_  
 SMOKE DETECTOR: \_\_\_\_\_  
 WINDOW TYPE AND SIZE: \_\_\_\_\_  
 A. OPENING DIMENSIONS: \_\_\_\_\_  
 B. SILL HEIGHT FROM FLOOR: \_\_\_\_\_  
 HEAT SOURCE: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_

BEDROOM 3

FLOOR DIMENSION AND TYPE OF COVERING: \_\_\_\_\_

WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_

CEILING: \_\_\_\_\_

CLOSET: \_\_\_\_\_

DOORS: \_\_\_\_\_

LIGHT FIXTURES: \_\_\_\_\_

RECEPTACLES: \_\_\_\_\_

SMOKE DETECTOR: \_\_\_\_\_

WINDOW TYPE AND SIZE: \_\_\_\_\_

    A. OPENING DIMENSIONS: \_\_\_\_\_

    B. SILL HEIGHT FROM FLOOR: \_\_\_\_\_

HEAT SOURCE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

BEDROOM 4

FLOOR DIMENSIONS AND TYPE OF COVERING: \_\_\_\_\_

WALLS: \_\_\_\_\_ HEIGHT: \_\_\_\_\_

CEILING: \_\_\_\_\_

CLOSET: \_\_\_\_\_

DOORS: \_\_\_\_\_

LIGHT FIXTURES: \_\_\_\_\_

RECEPTACLES: \_\_\_\_\_

SMOKE DETECTOR: \_\_\_\_\_

WINDOW TYPE AND SIZE: \_\_\_\_\_

    A. OPENING DIMENSIONS: \_\_\_\_\_

    B. SILL HEIGHT FROM FLOOR: \_\_\_\_\_

HEAT SOURCE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

OTHER ROOMS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

INSPECTOR

DATE





(TRIBE'S LETTERHEAD)

PROCEED TO WORK ORDER

TO: \_\_\_\_\_ TITLE: \_\_\_\_\_  
\_\_\_\_\_

PROJECT: \_\_\_\_\_  
\_\_\_\_\_

Enclosed is your sub-contract. You may proceed with this construction project in accordance with the attached scope of work, plans, and specifications. Final payment will be made after a final inspection and acceptance of the work-in-place. Prior to final payment the following documents must be submitted to this office:

1. Release of Claimant form - signed by your supplier(s) and your sub-contractor(s).
2. All warranties.

You are encouraged to provide the homeowner with the basic maintenance information pertaining to any electrical, plumbing, or mechanical equipment that have been installed.

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Tribal HIP Coordinator

Date: \_\_\_\_\_

(TRIBE'S LETTERHEAD)

HOUSING IMPROVEMENT PROGRAM  
CHANGE ORDER

7  
04/04

CONTRACT NO. \_\_\_\_\_

DATE: \_\_\_\_\_

CHANGE ORDER NO.: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ LOCATION: \_\_\_\_\_

ORIGINAL PROJECT AMOUNT: \$ \_\_\_\_\_

AMOUNT OF PREVIOUS CHANGE ORDERS: \_\_\_\_\_

REVISED PROJECT AMOUNT: \_\_\_\_\_

AMOUNT OF THIS CHANGE ORDER: \_\_\_\_\_

INCREASE: \_\_\_\_\_

DECREASE: \_\_\_\_\_

TOTAL PROJECT AMOUNT: \$ \_\_\_\_\_

(If there is enough space here you could describe what the scope of the Change Order covers. If the work is more technical you might want to use additional sheets and attach to the Change Order).

(Signature) \_\_\_\_\_  
Homeowner

(Signature) \_\_\_\_\_  
Contractor

(Signature) \_\_\_\_\_  
Tribal Representative

BUREAU OF INDIAN AFFAIRS  
HOUSING IMPROVEMENT PROGRAM (HIP)

7  
04/04

RELEASE OF CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to \_\_\_\_\_, Contractor, or to any sub-contractor, in the construction, repair, or the improvements upon the property located at:

\_\_\_\_\_  
\_\_\_\_\_

and furnished in the execution and fulfillment of contract between said contractor and \_\_\_\_\_ dated \_\_\_\_\_

do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof.

CLAIMANT \_\_\_\_\_

DATE \_\_\_\_\_



BUREAU OF INDIAN AFFAIRS  
HOUSING IMPROVEMENT PROGRAM (HIP)

7  
04/04

NOTICE OF PROJECT COMPLETION

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_  
\_\_\_\_\_

Your housing project is completed. Minor exceptions are noted on the Final Inspection/Punch List form. The work done on this project is warranted for one year from the date of acceptance, which is the date of your signature below.

RECIPIENT'S SIGNATURE OF ACCEPTANCE: \_\_\_\_\_

DATE: \_\_\_\_\_

TRIBAL OFFICIAL'S SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**BUREAU OF INDIAN AFFAIRS  
HOUSING IMPROVEMENT PROGRAM  
RECIPIENT CASE FILE CHECKLIST**

5  
04/04

NAME: \_\_\_\_\_ TRIBE: \_\_\_\_\_ YEAR: \_\_\_\_\_ CATEGORY: \_\_\_\_\_

- |     |  |     |    |
|-----|--|-----|----|
| 1.  | Certificate of Eligibility   | Yes | No |
| 2.  | Application for Assistance   | Yes | No |
| 3.  | Release of Information   | Yes | No |
| 4.  | Proof of Enrollment  | Yes | No |
| 5.  | Verification of Income   | Yes | No |
| 6.  | Proof of Ownership   | Yes | No |
| 7.  | Other Sources of Assistance Available                                    | Yes | No |
| 8.  | Disability/Handicap Verification   | Yes | No |
| 9.  | Federal Government-Assisted Dwelling<br>Provision For Housing Assistance | Yes | No |
| 10. | Priority Calculation Form  | Yes | No |
| 11. | Priority List/Annual Work Plan   | Yes | No |
| 12. | Exception Review Checklist (NEPA)  | Yes | No |
| 13. | Payback Agreement  | Yes | No |
| 14. | Preliminary Inspection Report  | Yes | No |
| 15. | Scope of Work/Specifications signed by recipient                         | Yes | No |
| 16. | Drawings (if applicable)   | Yes | No |
| 17. | Cost Estimate  | Yes | No |
| 18. | Indian Health Service (IHS) Application on File                          | Yes | No |
| 19. | IHS Approval (if applicable)   | Yes | No |
| 20. | Bid Solicitations  | Yes | No |
| 21. | Acceptance of Bid and Signed Construction Sub-contract                   | Yes | No |
| 22. | Notice to Proceed  | Yes | No |
| 23. | Progress Inspection Reports  | Yes | No |
| 24. | Payments to Contractor/Payment Register                                  | Yes | No |
| 25. | Notice of Completion Signed By Recipient                                 | Yes | No |
| 26. | Final Inspection Report/Punch List                                       | Yes | No |
| 27. | Lien Waivers   | Yes | No |
| 28. | Correspondence   | Yes | No |

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# SECTION 7

## Site Control

SAMPLE 1

RESIDENTIAL LEASE OF TRIBAL OWNED LAND

Lease No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

THIS Lease is made and entered into by and between \_\_\_\_\_ for and on behalf of \_\_\_\_\_ Tribe of Indians, hereinafter designated as "Lessor," and \_\_\_\_\_, members of the \_\_\_\_\_ Tribe and residing upon the \_\_\_\_\_ Indian Reservation, hereinafter designated as "Lessee."

WITNESSETH

1. SECRETARIAL APPROVAL; FEDERAL AGENCY APPROVAL; DEFINITIONS OF FEDERAL AGENCY, TRIBE, and LENDER. As used in this Lease, the term "Secretary" means the Secretary of the Interior or his or her duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended, 25 U.S.C. § 415, as implemented by Title 25, Code of Federal Regulations, Part 162. The form of this Lease has been accepted by the Secretary of Housing and Urban Development (HUD) pursuant to 24 C.F.R. § 203.43h(c), which implements Section 248 of the National Housing Act, 12 U.S.C. § 1715z-13, for use in connection with Federal Housing Administration (FHA) insurance of a mortgage on the interest created by this Lease, and pursuant to 24 C.F.R. § 1005.107, which implements Section 184 of the Housing and Community Development Act of 1992 (Pub. L. 102-550) for use in connection with HUD's issuance of a loan guarantee of a mortgage on the interest created by this Lease. The form of this Lease has also been accepted by the Secretary of the United States Department of Agriculture (USDA) for use in connection with the issuance by USDA or its Rural Housing Service (RHS) of a direct or guaranteed loan pursuant to section 502 of the Housing Act of 1949 as amended, 42 U.S.C. § 1472, and accepted by the Secretary of the Veterans Affairs (VA) for use in connection with the issuance by VA of a direct or guaranteed loan pursuant to chapter 37 of Title 38, United States Code, secured by the interest created by this Lease. As used in the context of this Lease, the term "Tribe or Tribal" refers to the respective Tribe who enters into this Lease as the "Lessor." For future reference, "Federal Agency" refers to HUD, VA, and USDA. When used in this Lease, the "lender" is any mortgagee that a Federal Agency has approved or a Federal Agency which makes a direct loan. With respect to mortgages which are insured under Section 248 of the National Housing Act, the lender must be approved by the Federal Housing Administration. The term "lender" also includes any of the lender's successors or assigns of the lender's right, title to, or interest in, the Mortgage and any subsequent noteholder secured by the Mortgage. The assignment of the mortgage or any interest therein does not require the consent of the Tribe.

2. PREMISES. Lessor hereby Leases to the Lessee all that tract or parcel of land situated on the \_\_\_\_\_ Indian Reservation, County of \_\_\_\_\_, State of \_\_\_\_\_, and described as follows (the Leased Premises):

[description], \_\_\_\_\_ County, \_\_\_\_\_ Indian Reservation, \_\_\_\_\_ approximately \_\_\_\_\_ acres.

3. USE OF PREMISES. The purpose of this Lease is to enable the Lessee to construct, improve, and maintain a dwelling and related structures on the Leased Premises, and otherwise to use said premises as a principal residence. The Lessee agrees not to use any part of the Leased Premises for any unlawful conduct or purposes and will comply with all applicable Federal Laws.

4. TERM. Lessee shall have and hold the Leased Premises for a term of \_\_\_\_\_ years beginning on the effective date of this Lease. This Lease may not be terminated by either or both parties

during its term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, is mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the lender and, if the loan is guaranteed, insured, or made by a Federal Agency, a written consent of that agency is also required. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the Leased Premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase. In the event a Federal Agency acquires a mortgage on the interest created by this Lease by assignment from a lender, the Lessor shall not terminate the Lease without the written consent of the respective Federal Agency, as long as the mortgage is in force.

5. RENT. The improvement of housing for Tribal families is a public purpose of the Lessor. The consideration for this Lease is (1) the obligation of Lessee to further said purpose, (2) the promise hereby given by Lessee to pay the Lessor rent at the rate of \$\_\_\_\_\_ per \_\_\_\_\_, (3) the extinguishment, hereby agreed to by Lessee, of any and all use rights heretofore held by Lessee in the Leased Premises, so that Lessee shall hereafter hold rights only by virtue of this Lease, and (4) other good and valuable considerations, the receipt of which is hereby acknowledged by Lessor. Rent may be subject to adjustment pursuant to 25 CFR 162.

6. IMPROVEMENTS. All buildings or other improvements now existing or hereafter constructed on the Leased Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof. During the term of this Lease, Lessee shall obtain any necessary governmental permits, approvals or authorization required for the construction and use of all improvements he or she (they) places or cause(s) to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of improvements.

7. USE RIGHT. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee, Lessee or any successors in interest shall be entitled to use rights in the Leased Premises if qualified under the laws of the Tribe. If not so eligible, Lessee, his or her (their) sublessee and any successors in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this Lease complete and peaceable possession of the Leased Premises and all improvements thereon which have not been relocated as permitted under Paragraph 23 of this Lease, which shall be the property of the Tribe.

8. FEDERAL SUPERVISION.

- (a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the Leased Premises by the issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease.
- (b) No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom.

9. QUIET ENJOYMENT. Lessor agrees to defend the title to the Leased Premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the Leased Premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other persons' whomsoever, except if the requirements of any part of this Lease are not kept by the Lessee. Notwithstanding the foregoing, Lessee and his or her (their) assigns is (are) subject to all the laws of the Tribe to the same extent as any other Tribal member or resident.

10. ASSIGNMENT AND SUBLEASE.

- (a) Except as otherwise provided herein, Lessee shall not assign or sublet this Lease without the prior written consent of the Lessor and sureties (as found in 25 CFR 162),

and approval of the Secretary of the Interior. If this Lease and/or any improvements on the Leased Premises are mortgaged or pledged as security for a loan, Lessee shall not assign or sublet this Lease without the written approval of the lender and the respective Federal Agency. Lessee may assign the Lease and deliver possession of the Leased Premises, including any improvements thereon, to the lender or its successors, or Federal Agency guaranteeing or insuring the loan, if Lessee default(s) in any mortgage or other loan agreement for which the Lease and/or improvements on the Leased Premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this Lease or possession of the Leased Premises to a successor Lessee; provided, however, that the Lease may only be transferred to another member of the Tribe or tribal entity. Nothing in this Lease shall prevent the Lessee, with the approval of the Secretary of the Interior and the Secretary of HUD (for Section 248 insured loans), from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the purchase of a dwelling, refinancing of an existing mortgage, construction and/or improvement of a dwelling and related structures, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee, or assigns. Except in cases involving loans for home construction or home improvement by a bank, recognized lending institution, or a lending agency of the United States Government, where no such consent or approval of Lessor shall be required, Lessee may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the Leased Premises without the prior written consent of Lessor and the approval of the Secretary.

Notwithstanding the provisions contained above, the following additional requirements shall be applicable to a Lease, which secures a mortgage insured, guaranteed or held by a Federal Agency:

- (b) Notwithstanding that the term sublease is used herein, the Lessee shall not sublease the premises if the Lease is the security for a mortgage insured under Section 248. The lessee may assign the lease in accordance with the terms hereunder.  
In the event a Federal Agency is the lender or acquires the mortgage secured by this Lease, and subsequently acquires said Lease by foreclosure, or by the assignment of said Lease by Lessee, his or her (their) Lessees or assigns (for which the approval of the Tribe is not required), then:
  - (1) The appropriate Federal Agency, (the Agency involved in this transaction) will notify the Tribe of the availability of the Lease for sale, the sales price of the home and other terms of sale.
  - (2) The Lease may only be assigned to another tribal member or tribal entity, except that the appropriate Federal Agency may lease the Leased Premises to a nonmember under the conditions specified herein. Any such sublease or assignment shall be executed consistent with tribal law and Federal law.
  - (3) If a purchaser is found, the Lease will be transferred by the Federal Agency, to the purchaser, with the prior written consent of the appropriate Tribe.
  - (4) If a purchaser cannot be found, the appropriate Federal Agency, shall be entitled to sublease the Leased Premises and improvements without the prior written approval of the Tribe. Such sublease shall be to a member of the Tribe, unless a tribal member Lessee cannot be found, in which case the Federal Agency may sub-Lease to any individual. The term of the initial Lease period and any succeeding period shall not exceed one year each. Any purchase of the

Lease shall be subject to any sublease by the Federal Agency pursuant to this subsection.

(5) No mortgagee (except a Federal Agency as mortgagee or assignee of a mortgagee) may obtain title to the interest created by this Lease without the prior written consent of the Tribe.

In the event that the lender is the entity responsible for acquiring the Lease and the leasehold estate by foreclosure, the lender shall have the rights of the Federal Agency who had insured or guaranteed the foreclosed mortgage under subparagraphs (1) through (5) above, provided this sentence does not apply to loans insured under HUD/FHA's Section 248 program.

11. OPTION. Subsequent to Lessee's breach of any covenant or agreement under a mortgage or other security instrument for which the Lease or any improvements on the Leased Premises are pledged as security, and upon the expiration of any applicable cure period, the Lessor shall have an option (the "option" herein) to acquire the Lessee's Leasehold interest, (subject to all valid liens and encumbrances) upon either payment in full of all sums secured by the mortgage or assumption of the loan with the approval of the lender or the applicable Federal Agency as evidenced by the note and mortgage and execution of an assumption agreement acceptable in all respects to the Lender. Such option is subject to the following conditions:

(a) If the Lessee or any assignee of Lessee fails to cure the default, the lender shall give written notice to the Lessor and any applicable Tribal housing authority of Lessee's or its assignee's failure,

(b) If the Lessee fails to cure the default, and said notice shall be given before the lender or successor invokes any other remedies provided under the mortgage or by law. Thereafter, the lender may issue an acceleration notice to the Lessee, its Lessees or assigns, under the mortgage or other security instrument, requiring the Lessee, its Lessees or assigns to pay all sums secured by the mortgage or other security instrument. If the Lessee, its Lessees or assigns fail to cure the default in accordance with the terms of the lender's acceleration notice, the lender shall give the Lessor written notice of said failure to cure. The Lessor may exercise its option at any time within thirty (30) days of the date of the lender's written notice to the Tribe of said failure to cure. This option shall be exercised by notice in writing from the Lessor to the Lessee and the lender.

(c) Notwithstanding the Lessor's option to acquire the Lessee's interest in the Leased Premises, such option shall be subject to any right the Lessee may have under the mortgage or by law to reinstatement after the acceleration, and the right to bring appropriate court action to assert the non-existence of a default or any other defense to acceleration and sale or foreclosure.

(d) The estate acquired by the Lessor through the exercise of the option shall not merge with any other estate or title held by the Lessor as long as the leasehold interest or any improvements on the Leased Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and the leasehold interest shall remain subject to any valid and subsisting mortgage or other security instrument.

12. RESERVATIONS: Lessee shall use the premises exclusively for residential purposes, except as otherwise agreed to by the parties. Any rights not expressly provided are reserved by the Lessor.

Minerals: The Lessor reserves all rights, as owned by the Lessor, to all mineral rights, including but not limited to oil, gas, or hydrocarbon substances. The Lessor shall not exercise surface entry in connection with reserved mineral rights without prior consent of the Lessee and sureties (as found in 25 CFR 162).

Timber: The Lessor reserves all rights, as owned by the Lessor to timber and forest products on the premises.

Water: The Lessor reserves all rights, as owned by the Lessor, to water on the premises, - except that which is needed for residential purposes.

13. EFFECTIVE DATE. This Lease and all its terms and provisions shall be binding upon the successors, and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ or upon the date of approval by the Secretary, whichever is later.

14. OBLIGATION TO THE UNITED STATES. It is understood and agreed that while the Leased Premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligation of his, hers (theirs) sureties, are to the United States as well as to the owner of the land.

15. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. No assent, express' or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

16. VIOLATIONS OF LEASE. It is understood and agreed that violations of this Lease shall be acted upon in accordance with the regulations in 25 CFR Part 162.

17. CARE OF PREMISES. It is understood and agreed that the Lessee is to keep the premises covered by this lease in good repair. Lessee shall not commit or permit to be committed any waste whatever on said premises and shall not remove or tear down any building or other improvements thereto, but shall keep the same in good repair. Lessee shall not destroy or permit to be destroyed any trees, except with the consent of the Lessor and the approval of the Secretary, and shall not permit the premises to become unsightly. The Lessee will be held financially responsible for all unrepaired damages to buildings, fences, improvements or, appearance, except for the usual wear and decay.

18. FORCE MAJEURE. Whenever under this instrument a time is stated within which or by which original construction, repairs or re-construction of said improvements shall be completed, and if during such period any cause reasonably beyond the Lessee's power to control occurs, the period of delay so caused shall be added to the period allowed herein for the completion of such work.

19. INSPECTION OF THE PREMISES. The Secretary, lender, applicable Federal Agency, and the Lessor and their authorized representative shall have the rights, at any reasonable times during the term of this lease, and with reasonable notice, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

20. INDEMNIFICATION. Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee or sublessees or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever; and Lessee, as a material part of the consideration for this lease, hereby waives on Lessee's behalf all claims against Lessor and/or the United States and agrees to hold Lessor and/or the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use for the premises by Lessee, together with all costs and expenses in connection therewith.

21. UTILITIES. Neither the Lessor nor the United States shall have any obligation to provide utilities as of the commencement of this Lease. In the event that the Lessee requires utilities, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor, which the Lessor will not unreasonably withhold. The Lessee shall pay, as they become due, all bills for electricity and other utilities that are furnished to the leased premises.

22. LATE PAYMENT INTEREST. It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest will be assessed at the existing prime rate, plus three (3) percent, times the amount owed for the period during which payments are delinquent. Interest will become due and payable from the date such rental becomes due and will run until said rental is paid. The interest rate formula is Interest = (Prime rate + 3%) times (x) amount due.

23. RIGHT OF REMOVAL. Upon the termination of the lease, the Lessee of a one-unit single family dwelling shall be entitled, within days, to remove the dwelling and related structures from the leased premises and relocate such improvements to an alternative site, not located on the leased premises. Any Lessee who exercises such a right shall be required to pay all costs related to the relocation of the dwelling unit. Lessee shall leave the land in good order and condition. All other improvements shall become the property of the Lessor at the expiration of this lease. This paragraph does not apply to Section 248 insured mortgage loans.

24. INSURANCE. The Lessee agrees, so long as this lease is in effect, to keep buildings and improvements on the leased premises insured against loss or damage by fire with extended coverage endorsements in an amount equal to the full insurable value of the buildings and improvements insured. Said policy is to be made payable to the Bureau of Indian Affairs for the benefit of the Lessor. Said policy or policies shall be deposited with the Secretary and Lessee shall pay all premiums and other charges payable in respect to such insurance and shall deposit with the Secretary the receipt for each premium or other charge as paid or satisfactory evidence thereof. Except, during such time that a mortgage is in effect against this Leasehold interest, that said policy is to be made jointly payable to the Lessee and the Lender, and premium payments provided for per specific requirements of the Lender.

25. ADDITIONS. Prior to execution of this Lease, provision (s) number (s) \_\_\_\_\_ has (have) been added hereto and by reference is (are) made a part hereof.

WITNESS: \_\_\_\_\_, Lessor

\_\_\_\_\_

WITNESS: \_\_\_\_\_, Lessee

\_\_\_\_\_

APPROVED:  
SECRETARY OF THE INTERIOR

BY: \_\_\_\_\_ Date: \_\_\_\_\_

This lease is approved pursuant to the authority delegated by

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Date

**SAMPLE  
Checklist & Guidelines  
Residential Leases**

Landowner(s): \_\_\_\_\_

Allotment Number: \_\_\_\_\_ Lease Number: \_\_\_\_\_

Reservation: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

Legal Description: Section(s): \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

Meridian: \_\_\_\_\_ Tract Numbers: \_\_\_\_\_

- Title Status Report – Check the Agency land file to verify ownership of this parcel. Check for a current certified TSR on file or other documentation in the file verifying land status. If there is not a current TSR order a Title Status Report from your local Land Titles and Records Office. A Certified Title Status report must be in the final residential lease file.
- Check with the Probate Office to see if the land has undetermined estates. If there are undetermined heirs, these lands can only be committed to a two year lease and that may not be practical for a homesite lease.
- Draft Lease should follow the format suggested for the type of Residential Lease proposed.
- Appraisal Request – If the applicant submits an appraisal forward the appraisal to Office of Appraisal Directorate for review and certification. If the applicant does not submit an appraisal, request an appraisal.
- NEPA Compliance - Reference 30 BIAM for environmental and cultural resource requirements, such as, Categorical Exclusion, Environmental Assessment or Environmental Impact Statement.
- Obtain a subdivision plat, surveys, or maps to verify the land description.
- Verify ingress and egress.
- Check if utilities (services line agreements) are in place.
- Verify all required consents are obtained and include a Tribal resolution for Tribal land.
- If the lessee is a Housing Authority ensure that there is a Resolution from the Housing Board authorizing Housing Authority to enter into a lease.
- Verify bonding requirements in accordance with the terms and conditions of the lease.
- Assign a BIA transaction number
- If the rental payment is not for a nominal rate, Issue Bill for Collection for rent due.

Keep a copy of the Bill for Collection in the lease file.

- Collect first years rental payment all other fees.
- Work with Office of Trust Funds Management to distribute lease income collected. See Interagency Procedures Handbook – Management of Trust Funds Derived from Assets and Resources on Trust and Restricted Land.
- Prepare Journal Voucher and submit to OTFM.
- Prepare a Decision Letter recommending approval/disapproval, addressing all of the above factors. The recommendation should include a detailed explanation on how the recommendation was formulated.
- Approval/Disapproval by Superintendent.
- Provide Notice of Decision and appeal rights to all interested parties.
- Upon expiration of appeal process, approve lease.
- Fees and rental distribution.
- Send lease to Land, Titles & Records for recording.
- Distribute copies of lease to Lessee and Lessor
- File original lease in accordance with 16 BIAM.
- Schedule Lease Compliance field inspections.

END: April 22, 2005

Albuquerque, NM

## CATEGORICAL EXCLUSION EXCEPTION REVIEW (CEER) CHECKLIST

<b>Project:</b> Housing Improvement Project – Replacement Home for	<b>Date:</b>
<p><b>Letter and Text of category:</b> Categorical Exclusion 516 DM 10.5 (M)(7) Approvals of leases, easements or funds for single family home sites and associated improvements, including, but not limited to, construction of homes, outbuildings, access roads and utility lines, which encompasses five acres or less of contiguous lands, provided that such sites and associated improvements do not adversely affect any tribal cultural resources or historic properties and are in compliance with applicable Federal and tribal laws. Home construction may include up to four dwelling units, whether in a single building or up to four separate buildings.</p>	

**Evaluation of Extraordinary Circumstances (43 CFR 46.215):**

1. This action would have significant adverse effects on public health or safety.	NO <u>X</u>	YES ___
2. This action would have an adverse effect on unique geographical features such as wetlands, wild & scenic rivers, refuges, floodplains, rivers, placed on nationwide river inventory, or prime or unique farmlands.	NO <u>X</u>	YES ___
3. This action would have highly controversial environmental effects.	NO <u>X</u>	YES ___
4. This action would have highly uncertain environmental effects or involve unique or unknown environmental risk.	NO <u>X</u>	YES ___
5. This action will establish a precedent for future actions.	NO <u>X</u>	YES ___
6. This action is related to other actions with individually insignificant but cumulatively significant environmental effects.	NO <u>X</u>	YES ___
7. This action will significantly affect properties listed or eligible for listing in the National Register of Historic Places.	NO <u>X</u>	YES ___
8. This action will significantly affect a species listed or proposed to be listed as endangered or threatened.	NO <u>X</u>	YES ___
9. This action threatens to violate federal, state, local, or tribal law or requirements imposed for protection of the environment.	NO <u>X</u>	YES ___
10. This action will have a disproportionately high and adverse effect on low income or minority populations.	NO <u>X</u>	YES ___
11. This action will limit access to, and ceremonial use of, Indian sacred sites on federal lands, by Indian religious practitioners, and/or adversely affect the physical integrity of such sites.	NO <u>X</u>	YES ___
12. This action will contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or may promote the introduction, growth, or expansion of the range of such species.	NO <u>X</u>	YES ___

A “yes” to any of the above exceptions will require that an environmental assessment be prepared.



**DOCUMENTATION FOR  
CATEGORICAL EXCLUSION  
DETERMINATION CHECK LIST**  
(Check list for each Individual applicant)

**DATE:**

**(TRIBAL NAME):**

**(APPLICANT NAME):**

1. PRO/Housing Program Officer - Application Review Initials & Date: \_\_\_\_\_  
(After insuring below documentation is collected)
2. Scope of Work: \_\_\_\_\_
3. Tribal Council Letter initiating Request/Resolution: \_\_\_\_\_
4. Project Site Information and Map(s): \_\_\_\_\_  
(Show project location clearly)
5. Housing Site Information/Indian Health Service Report: \_\_\_\_\_  
(When applicable)
  - a. Water: \_\_\_\_\_
  - b. Septic: \_\_\_\_\_
6. Plot Map (Legal Description): \_\_\_\_\_
7. Reservation/Rancheria Map (Topo): \_\_\_\_\_  
(Show Reservation Boundaries)
8. Photos of Areas Requested: \_\_\_\_\_  
(Photos taken from site center outward N, S, E, W)
9. Phase I Survey (Site Visit & Assessment- by Consultant or BIA/CCA) \_\_\_\_\_
10. Fish & Wildlife Consultation Letter: (Out) \_\_\_\_\_ (Answer Returned) \_\_\_\_\_  
(BIA will initiate action)
11. Pacific Region Office, Archaeologist/SHPO Consultation Letter/Categorical Exclusion Concurrence: (Out) \_\_\_\_\_ (Answer Returned) \_\_\_\_\_  
(BIA will initiate action)

HOUSING IMPROVEMENT PROGRAM  
EXCEPTION REVIEW CHECKLIST

Page 2 of 2  
04/04

ATTACHMENT

This form is to be completed by the Tribal HIP Coordinator and forwarded to the Bureau of Indian Affairs, Branch of Housing, for attachment with the Exception review Checklist.

1. Project Name: \_\_\_\_\_
2. Project Address or Location: \_\_\_\_\_
3. Is the project within tribal service area?  Yes  No
4. Is the project located within a designated flood plain?  Yes  No
5. If answer to question 4 is "yes", what measures will be taken to alleviate the flood potential?
6. Will project work be done within the confines of the existing foundation, requiring no further NEPA consideration?  Yes  No
7. Does project involve an enlargement of an existing home, or is this new construction?  
 Existing Home  New Construction
8. Is project within the tribe's cultural sensitive area?  Yes  No  
If yes, what are the tribe's concerns? \_\_\_\_\_
9. Attach brief outline of the Scope of Work.
10. Please provide a picture of the existing home or site where the work will be.

\_\_\_\_\_  
HIP Coordinator

\_\_\_\_\_  
Date

# SECTION 8

# Indian Health Services

# REQUIREMENTS FOR INDIVIDUAL SANITATION FACILITIES

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DIVISION OF SANITATION FACILITIES CONSTRUCTION  
CALIFORNIA AREA OFFICE

## What services does the Sanitation Facilities Construction program provide?

The Sanitation Facilities Construction (SFC) program is authorized to construct water supply and waste disposal facilities for new, renovated or "like new" residential housing units with Indian Health Service (IHS) "Housing Support" funds.

## How do you apply for service?

Complete an "Application for Sanitation Facilities" and provide it to the nearest IHS Office (see attached application).

## Who is eligible for sanitation facilities?

Eligibility for receiving services in California is defined under Public Law 93-437.

Applicants must meet at least one of the following:

- (1) Any member of a federally recognized Tribe.
- (2) Any descendant of an Indian who was residing in California on June 1, 1952, but only if such descendant; (A) is living in California, (B) is a member of the Indian community served by a local program of the Service, and (C) is regarded as an Indian by the community in which such descendant lives.
- (3) Any Indian who holds trust interests in public domain, national forest, or Indian Reservation allotments in California.
- (4) Any Indian in California who is listed on the plans for distribution of the assets of California Rancheria's and Reservations under the Act of August 18, 1958 (72 Stat. 619), and any descendant of such Indian.

## What are the geographical boundaries (service area)?

The SFC program can provide sanitation facilities to eligible persons on or near Indian Reservations, but only in counties labeled IHS Contract Health Service Delivery Area (CHSDA)\*.

In order for IHS to serve a home or community that is off-Reservation, but within a particular CHSDA, the request for sanitation facilities must come from the appropriate Tribal government associated with that CHSDA that provides health care delivery.

\*The State of California, excluding the counties of Alameda, Contra Costa, Los Angeles, Orange, Sacramento, San Francisco, San Mateo, Santa Clara, Kern, Merced, Monterey, Napa, San Benito, San Joaquin, San Luis Obispo, Santa Cruz, Solano, Stanislaus, and Ventura, shall be designated as a Contract Health Service Delivery Area by the Service for the purpose of providing contract health services to Indians in such State per Section 810 of P.L. 102-573, the Amendments to the Indian Health Care Improvement Act.

### What are the program requirements?

1. The house must be the primary residence of the applicant. Second homes or vacation homes are not eligible.
2. The house must meet basic regional standards that determine the home to be functional and long lasting (i.e. at least 20 years).
3. Mobile homes must be set on a secure foundation and anchored, be fully skirted and have its wheel removed. Mobile homes must be on-site, or a bill of sale and proof of arrangements to accomplish these items must be presented to the IHS. Campers or travel trailers are not eligible for service.
4. New homes must be substantially complete before the IHS will begin facility construction. The exception to this requirement is well drilling at a qualified home site before starting home construction or before electrical power is brought to the site (if available in the community). Well drilling will be performed to determine that an adequate and potable water supply is available.
5. Sanitation facilities costs shall not exceed the geographic cost limits established within the California Area (construction cost only) for any sites, unless approved in advance by the Director, DSFC.
6. Requests for exceptions to the geographic cost limit will be evaluated, on case-by-case basis, for community facilities. The primary basis for granting an exception should be the likelihood that a new community water or sewer main extension to the proposed home site could serve additional new housing in the very near future.
7. All construction of sanitation facilities is subject to fund availability. No commitments shall be made to Tribes or individuals until project funds are allocated and an agreement executed with IHS.

8. The Tribe and/or occupant will be expected to provide right-of-way necessary for construction of water and/or wastewater facilities.

What are the water quality and quantity requirements?

1. Drilling will begin at the proposed home site when soils have been evaluated and found suitable; the applicant has verified that he/she has the funding and the intent (plans, permits, written documentation from electrical company that they will provide electricity, etc.) to develop the home site in a timely manner (within two months).
2. If drilling is successful, no other construction will be performed until the home is substantially complete. If the drilling is unsuccessful, the site will be rejected and the well abandoned. A successful well is defined as a well capable of producing 5 gallons per minute of water for 1 hour and having the well water level return to within 90 percent of the initial water level once pumping is stopped.
3. During the test pump for a new well, water samples are collected and tested for California's current Title 22 requirements for general mineral and inorganic chemicals. In general, the test results are compared to levels established for primary (health effects) and secondary (cosmetic and esthetic effects) contaminants for *public* water systems.
4. Currently, there are no specific water quality regulations for *individual* water wells either from the U.S. Environmental Protection Agency (EPA) or the State of California. The test results provide information on the adequacy of well construction (coliform bacteria), indicators of sewage pollution (nitrates), affects on household appliances and plumbing (hardness), and discoloration of clothes and fixtures (iron and manganese). The water quality analysis is used to consult with the homeowner on potential water quality issues and treatment alternatives.
5. New wells with water quality results that exceed *primary* levels are not recommended for development and will be abandoned. The only exception would be if homeowners sign a written letter of understanding for well use. The IHS would not provide treatment systems for the site due to potential contaminant breakthroughs and operation and maintenance issues.
6. Treatment can be provided for new wells with water quality results that exceed *secondary* levels for iron and manganese. Treatment for iron (Fe) can be provided when the levels exceed 1.0 mg/L. Treatment for manganese (Mn) can be provided when levels exceed 0.10 mg/L. The

provision of a treatment system is contingent upon the total cost of the site facilities (water and wastewater) not exceeding the cost limits.

### What are the site requirements?

The participant's site must meet specific criteria before IHS will construct the required sanitation facilities. The site is evaluated based on the geology, topography and physical characteristics. In addition, the legal status of the land and the feasibility (engineering and economic) of serving the site must be considered. The site must meet all of the criteria listed below:

1. The participant must hold legal control of the land and the home, through ownership, allotment, assignment or lease. Property boundaries must be clearly identifiable. A copy of the legal description must be submitted to the IHS.
2. Site conditions must be such that construction of the necessary sanitation facilities is technically feasible. Factors such as slope, home site size, soil conditions, availability of water, and presence of high groundwater may be grounds for rejecting the site.
3. The site must have suitable access including all-weather access roads and all necessary easements for construction; water and sewer facilities; and entry-exit by occupant. If no road or easement exists, the applicant must provide them.
4. IHS will not serve homes located within a 100-year floodplain.
5. The site must be clear of construction obstacles (trees, vehicles, debris, etc.). The participant is responsible for removal of obstacles to allow construction.
6. The site must have commercial electrical power meeting state electrical codes. The only exception would be BIA-Housing Improvement Program (HIP) homes. Mobile homes must have an electrical service disconnect on their service pole.

### Can IHS funding be used for HUD homes?

No. IHS cannot provide (with IHS funds) sanitation facilities for HUD homes managed by Tribal Designated Housing Entities (TDHE) where the homeowner does not hold title. Homes that were originally funded by HUD and have since been paid in full (Mutual Help/Home Ownership) are *eligible* for IHS Housing funds if the home meets applicable requirements.

Is there a priority list?

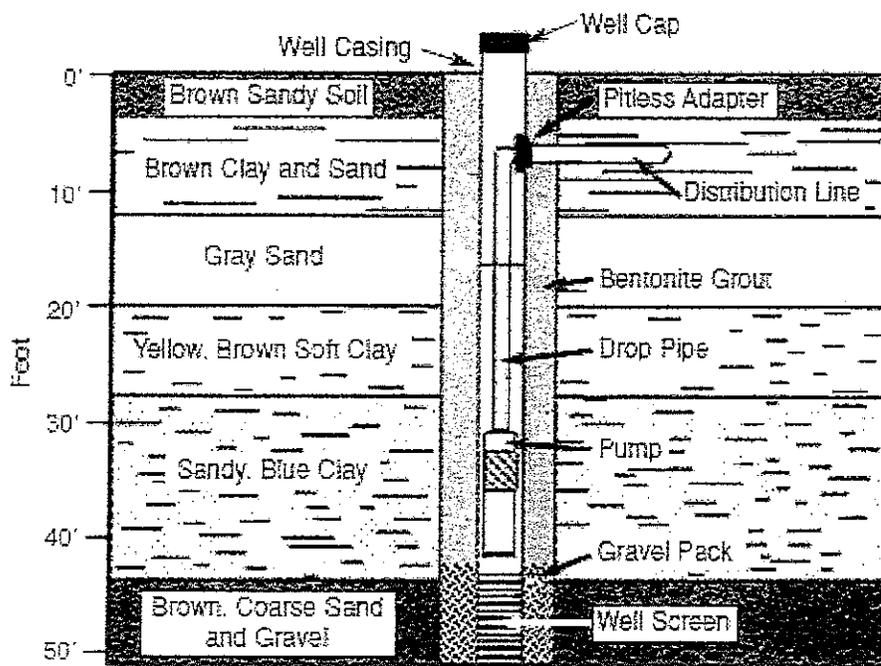
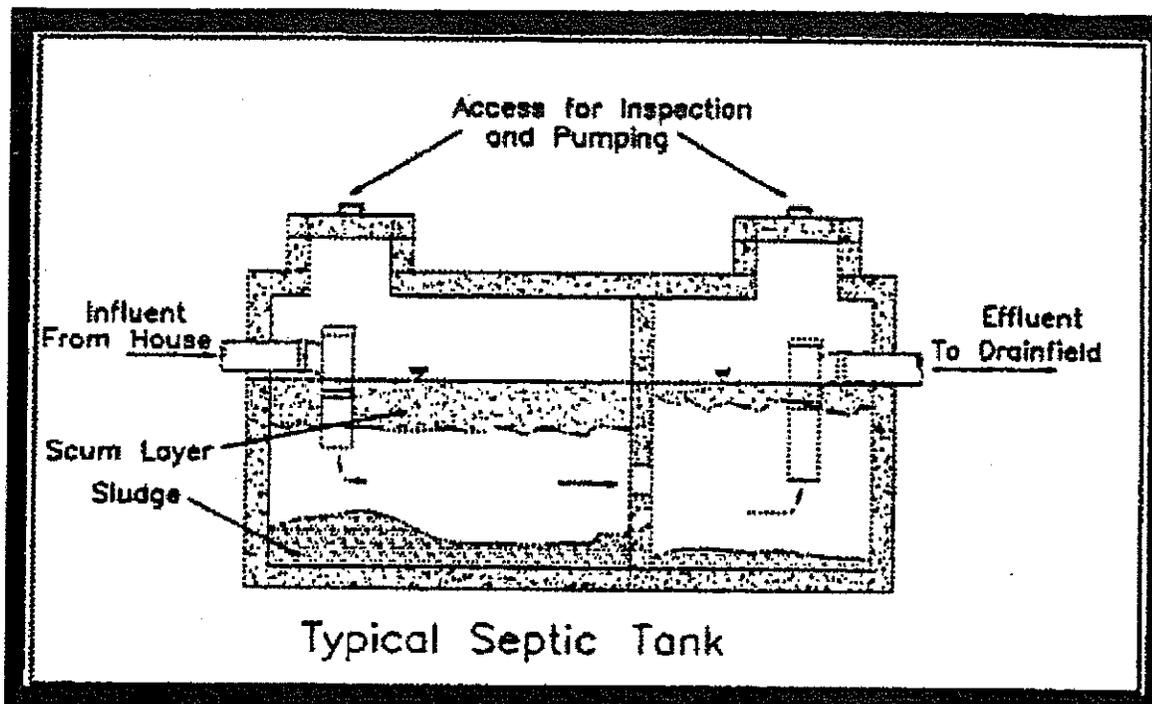
If sufficient funds are not available to serve all homes determined eligible for "Housing Support" projects, home service will be prioritized in the following order:

1. Highest priority will be given to homes constructed or renovated under the BIA Home Improvement Program.
2. Second priority will be given to new homes that were completed during the previous fiscal year.
3. Third priority will be given to new homes that will be completed during the current fiscal year.
4. Fourth priority will be given to existing "like new" homes.

Who is responsible for costs and fees?

The responsibility for paying costs and fees associated with serving qualified individual applicants at qualified sites will be as follows:

	<u>Fee/Task</u>	<u>Responsibility</u>
a.	Land Clearance	Applicant
b.	Rights-of-Way or Easements	Applicant
c.	Connection Fees	IHS
d.	Capital Assessment Fees	IHS
e.	Cost of Design of Sanitation Facilities	IHS
f.	Cost of Construction of Sanitation Facilities	IHS
g.	Site Improvements	Applicant



Basic Elements of Well Construction

Example of well construction

## INSTRUCTIONS FOR COMPLETION OF APPLICATION FOR SANITATION FACILITIES

This instruction is to aid the individual Applicant requesting sanitation facilities and accompanies the Application for Sanitation Facilities Form. Call IHS if you have any further questions concerning the application.

**APPLICANT NAME:** Name of the person for whom the facilities will be constructed and to whom the facilities will be transferred

**TRIBE & ENROLLMENT NO.:** Federally recognized Tribe and Enrollment Number of the Applicant. If Applicant is unable to provide enrollment information, belongs to a federally un-recognized Tribe, or is not enrolled, attach information to verify Native American heritage and Tribe name. (An example of verification would be a letter from Applicant's Tribe, Applicant's name on the BIA California census rolls of 1928, Applicant's name on the 1950 or 1972 payment rolls, or proof that Applicant is a descendent of a person who appears on those rolls.)

**MAILING ADDRESS:** Current mailing address of Applicant.

**FACILITIES LOCATION ADDRESS:** Address or description of home where facilities will be constructed. Use space provided to draw map, if necessary.

**PHONE NUMBERS:** Applicant's home phone and a phone number where IHS can talk to Applicant or leave a message for Applicant during the day.

**SERVICES REQUESTED:** Check space for desired services and provide information on past participation.

**HOME INFORMATION:** Applicant must complete all questions to the best of his or her ability. Use "approx." if unsure of dates. Construction of facilities is dependent upon information provided by Applicant.

**MAP:** Attach an assessor's parcel map from plat book, or a surveyor's drawing showing dimensions of home and lot, if possible. If hand drawing a map, include dimensions, distances, directions, street and/or road names, color of house, or any other information pertinent to locating area for facilities construction.

**APPLICANT RESPONSIBILITY:** This section outlines the responsibility of the Applicant and the disposition and transfer of the completed facilities.

**SIGNATURES:** Applicant's signature (and landowner's signature, if different from Applicant's) will indicate Applicant accepts the responsibilities and provisions of the application. Signature of Tribal Representative indicates Tribal Government is in accordance with Applicant's request for sanitation facilities.

**QUESTIONS:** If you have any questions regarding this application, please contact any of the offices listed below. We are here to serve you. Mail your application to the office that serves your particular county:

<b><u>Butte, Glenn, Shasta, Tehama Modoc, Lassen or Plumas</u></b>  Indian Health Service Redding District Office 1900 Churn Creek Road, Suite 210 Redding, CA 96002 (530) 246-5339 FAX: (530) 246-5210	<b><u>Amador, Butte, Calaveras, Colusa, Placer or Yolo</u></b>  Indian Health Service Sacramento District Office 650 Capitol Mall, Suite 7-100 Sacramento, CA 95814 (916) 930-3960 FAX: (916) 930-3954	<b><u>Madera, Mariposa, Kings, Fresno or Tuolumne</u></b>  Indian Health Service Clovis Field Office 613 Harvard Ave., Suite 101 Clovis, CA 93612-1868 (559) 322-7448 FAX: (559) 322-7445
<b><u>Humboldt, Del Norte Siskiyou or Trinity</u></b>  Indian Health Service Arcata Field Office 1125 16 <sup>th</sup> Street, Suite 100 Arcata, CA 95521 (707) 822-1688 FAX: (707) 822-1692	<b><u>Marin, Sonoma Mendocino or Lake</u></b>  Indian Health Service Ukiah Field Office 1252 Airport Park Blvd. Ste. B5 Ukiah, CA 95482 (707) 462-5314 FAX: (707) 462-6907	<b><u>Tulare</u></b>  Indian Health Service Porterville Field Office 2780 Yowlumne Ave., Suite A Porterville, CA 93257 (559) 784-2715
		<b><u>Imperial, Riverside, San Diego San Bernardino or Santa Barbara</u></b>  Indian Health Service Escondido District Office 1320 West Valley Parkway, Suite 309 (760) 735-6880 FAX: (760) 735-6893

APPLICATION FOR SANITATION FACILITIES (Public Law 86-121)

APPLICANT NAME: \_\_\_\_\_ TRIBE & ENROLLMENT NO: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ FACILITIES LOCATION ADDRESS: \_\_\_\_\_  
PHONE #: \_\_\_\_\_

SERVICES REQUESTED:

WATER: NEW SERVICE [ ] RENOVATION [ ] WASTEWATER: NEW SERVICE [ ] RENOVATION [ ]

Has IHS or other Federal Agency provided sanitation facilities to this homesite before? YES [ ] NO [ ]

If yes, during which year? \_\_\_\_\_

If yes, under what Applicant name? \_\_\_\_\_

Has IHS or other Federal Agency provided sanitation facilities to this Applicant before? YES [ ] NO [ ]

If yes, during which year? \_\_\_\_\_

If yes, at what homesite address? \_\_\_\_\_

HOME INFORMATION:

The proposed homesite is on: TRUST LAND [ ] FEE PATENT LAND [ ]

The property is: OWNED [ ] LEASED [ ] RENTED [ ] AN ALLOTMENT [ ]

Within the property boundaries, there are the following underground utilities (complete attached site drawing):  
None [ ]; Electrical Lines [ ]; Gas Lines [ ]; Water Lines [ ]; Sewer Lines [ ]; Other \_\_\_\_\_

Structure type is: MOBILE HOME [ ] WOOD FRAME [ ] OTHER \_\_\_\_\_

Approximate year structure was built or moved to the site: \_\_\_\_\_

Is the house currently occupied? YES [ ] NO [ ]

If yes, since when? MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

If no, proposed occupancy date: \_\_\_\_\_ YEAR \_\_\_\_\_

Number of bedrooms \_\_\_\_\_ Number of bathrooms \_\_\_\_\_ Number of occupants \_\_\_\_\_

Ages of occupants? \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, any special conditions regarding occupants?  
(Health problems, disabilities, elderly, etc.) \_\_\_\_\_

Does the house have electric service: YES [ ] NO [ ]

If no, when will electric service be provided? MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

Have there been any recent bedroom or bathroom additions to the house? YES [ ] NO [ ]

If yes, describe improvements during the last three years? \_\_\_\_\_

Completion date of improvements: \_\_\_\_\_

EXISTING FACILITIES: WELL [ ] SEPTIC SYSTEM [ ] COMMUNITY WATER [ ] COMMUNITY SEWER [ ]

Describe any problems you are having with existing facilities: \_\_\_\_\_

Do you know of any archeological / historical sites on the property? YES [ ] NO [ ]  
(If yes show on site drawing)

THIS SECTION FOR IHS USE : Date Application Received: \_\_\_\_\_ Date Tribe Signed: \_\_\_\_\_

**DRAW MAP HERE**

Please provide a map showing applicable highways and roads as well as pertinent landmarks that will assist IHS personnel in finding your homesite. Written instructions, if deemed necessary, are encouraged as well.

County:                      Section:                      Township:                      Range:                      Assessor's Parcel No.

**SITE DRAWING**

Please show rough locations of property corners, proposed or existing house location, proposed or existing access road/driveway, buried utilities (gas, electric, water, sewer, etc.), etc.

**APPLICANT'S RESPONSIBILITIES: READ CAREFULLY, THIS IS A LEGAL DOCUMENT.**

1. This is an APPLICATION for service. The provision of sanitation facilities is dependent on Indian Health Service (IHS) site review, verification of home construction, improvements, and availability of funds.
2. No services can be provided without a completed and signed Application for Sanitation Facilities Form.
3. Application must be given to the Tribe associated with the service area that contains the homesite property. The Tribe will forward the Application to IHS. Applicants without Tribal representation will forward the Application directly to the IHS.
4. Applicant must provide proof of a legal claim to the land (e.g., copy of allotment, lease, or deed) as part of this application. The homesite must be a primary residence of the Applicant. No services can be provided to other than primary residences.
5. An IHS representative will visit the homesite to determine site suitability. Prior to this visit, the Applicant must locate property corners, underground utilities, and the proposed house location (new homes). See Site Drawing.
6. By way of the Applicant's signature, IHS representatives are granted permission to enter upon the land for the purpose of carrying out the site approved work. This work may include, but is not limited to, digging soil test pits, conducting percolation tests, and drilling test wells. The Applicant agrees to waive all claims which may arise from such entry and testing except those claims which may be recognized under the General Tort Claims Act. If the Applicant is not the landowner, the landowner must co-sign this application.
7. It is important that the Applicant understand that under Public Law 86-121, IHS cannot own, operate, or maintain the Applicant's completed facilities. All construction facilities will be transferred to the Applicant when construction is completed. For community facilities, the Applicant's responsibility is for individual facilities such as water service lines from the house to the curb stop or meter and sewer service lines from the house to the property line.
8. The IHS does not provide inside plumbing. Plumbing must be inside the house with a protruding stub 5-foot beyond the foundation to connect to outside plumbing.

IT IS STRONGLY RECOMMENDED THAT DEVELOPMENT OF NEW SITES NOT OCCUR UNTIL AVAILABILITY OF WATER AND SEWER SERVICE HAS BEEN DETERMINED. IT IS FURTHER RECOMMENDED THAT OCCUPANCY OF NEW HOUSES NOT OCCUR PRIOR TO RECEIPT OF SANITATION FACILITIES.

**TRIBAL – AUTHORITY SIGNATURE REPRESENTS REQUEST FOR FACILITIES FOR THIS APPLICANT**

I understand the Applicant's Responsibilities as described, and I agree to the IHS verifying information provided on this application.

LANDOWNER (IF NOT APPLICANT): \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

TRIBAL REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

# SECTION 9

## Statement Of Work

## Subpart C - Contract Proposal Content 900.8 Application Format

900.8 - Definitions: **Initial Contract Proposal** - means a proposal for programs, functions, services, or activities that the Secretary is authorized to perform, but which the Indian tribe or tribal organization is now carrying out.

An initial contract proposal must contain the following information:

- (a) Full name, address and telephone number of the Indian tribe or tribal organization proposing to contract. [25 CFR 900.8 (a)]

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: CALIFORNIA Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

- (b) If the tribal organization is not an Indian tribe, the proposal must also include:  
[25 CFR 900.8 (b)]

(1) A copy of the tribal organization's organization documents (e.g., charter, article of incorporation, bylaws, etc.).

(2) The full name(s) of the Indian tribe(s) with which the tribal organization is affiliated.

- (c) The full name of Indian tribe proposed to be served [25 CFR 900.8 (c)]

- (d) A copy of the authorizing resolution from the Indian tribe(s) to be served. [25 CFR 900.8 (d)]

(1) If an Indian tribe or tribal organization proposes to serve a specified geographic area, it must provide authorizing resolution(s) from all Indian tribes located within the specific area it proposes to serve. However, no resolution is required from an Indian tribe located outside the area proposed to be served whose members reside within the proposed service area.

(2) If a currently effective authorizing resolution covering the scope of an initial contract proposal has already been provided to the agency receiving the proposal, a reference to that resolution.

(e) The name, title and signature of the authorized representative of the Indian tribe or tribal organization submitting the contract proposal. [25 CFR 900.8 (e)]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(f) Date of submission to the BIA and the name of the office where the application was submitted. [25 CFR 900.8 (f)]

Date Submitted: \_\_\_\_\_

Submitted to: Superintendent  
Bureau of Indian Affairs  
Central California Agency  
650 Capitol Mall, Suite 8-500  
Sacramento, CA 95814

(g) A brief statement of the programs, functions, services, or activities that the tribal organization proposes to perform, including: [25 CFR 900.8 (g)]

(1) A description of the geographical service area, if applicable, to be served.

- (2) The estimated number of Indian people who will receive the benefits or services under the proposed contract.
  
- (3) An identification of any local, Area, regional, or national level departmental programs, functions, services, or activities to be contracted, including administrative functions.
  
- (4) A description of the proposed program standards.
  
- (5) An identification of the program reports, data, narrative and financial reports that the Indian tribe or tribal organization will provide, including their frequency. Mature Status Contracts are required to submit quarterly financial statement (Section 5 (2) of the Act).
  
- (6) A description of any proposed redesign of the programs, services, functions, or activities to be contracted.
  
- (7) Minimum staff qualifications proposed by the Indian tribe and tribal organization, if any (Identified within job descriptions)

- (8) A statement that the Indian tribe or tribal organization will meet the minimum procurement, property and financial management standards set forth in Subpart F, subject to any waiver that may have been granted under Subpart K.\*

\*Note: The Indian tribe or tribal organization may provide a certification from a licensed accountant that the procurement, property and financial management system of the Indian Tribe or tribal organization meet the standards set forth in 25 CFR, Chapter V, Part 900, Subpart F.

(h) The amount of funds requested, including: [25 CFR 900.8 (h)]

(1) An identification of the funds requested by programs, functions, services, or activities, under section 106(a)(1) of the Act, including the Indian tribe or tribal organization's share of funds related to such programs, functions, services, or activities, if any, from any Departmental local, area, regional, or national level. [25 CFR 900.8 (h) (1)]

(2) An identification of the amount of direct contract support costs, including one-time start, or pre-award costs under section 106(a)(2) and related provisions of the Act, presented by major categories such as: [25 CFR 900.8 (h)(2)]

- I. Personnel (differentiating between salary and fringe benefits)
- II. Equipment
- III. Materials and supplies
- IV. Travel
- V. Subcontracts
- VI. Other appropriate items of cost

(3) An identification of funds the Indian tribe or tribal organization requests to recover for indirect contract support costs. This funding request must include either:  
[25 CFR 900.8 (h) (3)]

i. A copy of the most recent negotiated indirect cost rate agreement; or

ii. An estimated amount requested for indirect costs, pending timely establishment of a rate or negotiation of administrative overhead costs.

(4) To the extent not stated elsewhere in the budget or previously reported to the Secretary, any pre-award costs, including the amount and time period covered or to be covered; and  
[25 CFR 900.8 (h)(4)]

(5) At the option of the Indian tribe or tribal organization, an identification of programs, functions, services, or activities specified in the contract proposal which will be funded from sources other than the Secretary. [25 CFR 900.8 (h) (5)]

(i) The proposed term of the contract \_\_\_\_\_ year(s). [25 CFR 900.8 (i)]

Proposed starting date: \_\_\_\_\_ Proposed ending date: \_\_\_\_\_

(j) In the case of a cooperative agreement, the nature and degree of Federal programmatic involvement anticipated during the term of the agreement. [25 CFR 900.8 (j)]

(k) The extent of any planned use of Federal personnel and Federal resources. [25 CFR 900.8 (k)]

(l) Any proposed waiver(s) of the regulations in 25 CFR, Chapter V, Part 900, Subpart A-P.  
[25 CFR 900.8 (l)]

(m) A statement that the Indian tribe or tribal organization will implement procedures appropriate to the programs, functions, services or activities proposed to be contracted, assuring the confidentiality of medical records and of information relating to the financial affairs of individual Indians obtained under the proposal contract, or as otherwise required by law. [25 CFR 900.8 (m)]

**Negotiable:**

(n) Funding distribution is negotiable; identify how tribe/tribal organization would prefer to receive their P638 payments: lump sum, quarterly, monthly, or as needed.

Bureau of Indian Affairs  
Northwest Regional Office  
Portland, Oregon

RECEIVED  
MAY 2 2002

Branch of Administration (Finance)  
Memorandum No. 02-18

MEMORANDUM

Date: APR 30 2002

Reply To  
Attn Of: ACTING Northwest Regional Director

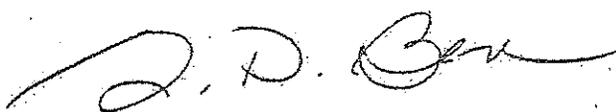
FILE COPY

Subject: Revised Statement of Work - Housing Improvement Program

To: Deputy Regional Director, Superintendents, Field Representative, Trust Officer, Self-Governance Specialist, Regional Branch Chiefs

Attached is a revised Statement of Work for the Housing Improvement Program, issued in accordance with 25 CFR, Part 256. This revised Statement of Work shall be incorporated into all mature contracts or new contracts for Fiscal Year 2002.

Should you have any questions, please contact Mr. Timothy R. Brown, Awarding Official, at (503) 231-6760 or Mr. Curtis Ball, Housing Director, at (503) 231-6780.



Attachment

# HOUSING IMPROVEMENT PROGRAM

## Scope of Bureau Program to be Performed

The program to be administered by the Contractor under a P.L. 93-638 contract is the Bureau's Housing Improvement Program (HIP). The Contractor must administer the program in strict conformance with the Code of Federal Regulations pertaining to the HIP, in 25 CFR, Part 256, Subchapter K - Housing (March 2, 1998), which is made a part of this contract as Attachment "A".

## Statement of Work

The Contractor shall furnish all necessary labor, materials, equipment and other services to perform and complete the required repair, renovation, and/or new housing construction under this contract.

## Selection of Families or Individuals For HIP Assistance

The Contractor is responsible for selecting needy families to receive assistance in accordance with the HIP regulations. Individuals wishing to be considered for HIP services must complete BIA Form 6407 (256.13). Information provided by an applicant is subject to the Privacy Act of 1974 (P.L. 93-579). It is recommended that the Contractor provide applicants with a copy of the HIP regulations with each Application for Housing Assistance. This will inform the applicants of the requirements to fully establish eligibility. It will also make applicants aware that actions or inactions by an official of the Bureau of Indian Affairs may be appealed in accordance with 25CFR, Part 2 and the actions or inactions by tribal officials may be appealed through the appeal process established by the servicing tribe.

The HIP is to be administered by the Contractor in accordance with Part 256.14 as follows:

- (A) The Contractor must review each application for housing assistance for completeness. If an application is incomplete, the Contractor must notify the applicant, in writing, stating what is needed to complete the application. The Contractor may establish a deadline date for submission of the requested information, allowing a reasonable amount of time.
- (B) The Contractor will review and evaluate all applications to determine the eligibility of applicants using the factors and numeric values in the table in Part 256.14 (b) (2). Applicants that are determined ineligible must be notified, in writing, within 45 days of the receipt of the completed application.
- (C) The Contractor will develop a list of the applications considered and/or received for the current program year. The list will include, at a minimum, sufficient information to determine:
  - (1) The current program year;
  - (2) The number of applications considered and/or received;
  - (3) The eligible applicants, ranked in order of need, from highest to lowest, based on the total numeric value assigned according to the factors in the table in Part 256.14; In the case of a tie, the family with the lower income will be listed first.
  - (4) The estimated allowable costs of the improvements, repairs or replacement projects for the eligible applicants and the Work Plan with priority list identifying which applicants that will be served, based on the amount of available funding, starting with the neediest applicant and continuing until the amount of available funding is depleted. The Work Plan will be made a part of this contract as Attachment "B". Any proposal to change or deviate from the approved Work Plan must be explained and justified in writing by the Contractor and submitted to the

Branch of Housing for review and a recommendation to the Awarding Official for approval or disapproval.

(5) The applicants not ranked, with an explanation (such as reason for ineligibility or reason for incomplete application).

(D) The Contractor will notify eligible applicants on the Priority List, in writing, within 45 days of completion of the listing whether funding is available to provide HIP services to them in the current program year.

(1) If funding is available, the applicant will be provided with appropriate information concerning the availability of HIP services.

(2) If funding is not available, the applicant will be advised, in writing, and provided with appropriate information concerning submission for the next available program year. At the option of the servicing housing office and when extenuating circumstances exist, applications can be carried forward, for one year, into the next program year. Applicants must be advised that they must provide written confirmation that the information on their applications is still accurate and that they must provide current income documentation for that application to be considered in the next program year.

(E) The Contractor will coordinate with Indian Health Service (IHS) for their participation in providing safe and sanitary water and sewage facilities or ensuring that the existing facilities are adequate (256.16).

(F) The Contractor will ensure that National Environmental Protection Act (NEPA) and seismic requirements are met (256.17).

(G) The Contractor will determine the category of service the project meets in accordance with one of the three HIP categories available. The occupancy and square footage standards for new construction (category C) under 256.11 will be adhered to. Subsequently the Contractor will develop a detailed scope of work, construction plan and cost estimate for each project to be funded. This statement of work will be used as the bid specification to inform potential bidders of what work is to be performed.

(H) The Contractor will provide a written notice to the homeowner of what work is to be performed and request that the homeowner sign the notice and return it to the tribal servicing housing office. No work will be started until the signed notice is returned to the servicing housing office.

A Grantee must sign a written agreement stating that if he/she sells the house, the grant must be paid back to the Bureau of Indian Affairs (256.9 and 256.10). If the house is on property held in trust the Payback Agreement must be filed with the BIA Office of Titles and Records. If the house is located on fee land, the Payback Agreement must be filed with the recorder at the appropriate county courthouse.

The Contractor shall commence project construction only upon receipt of a written Project Approval Notice signed by the Awarding Official or his/her representative. Project Approval Notice(s) will be project specific and will not be issued until the required plans, specifications, and cost estimates have been received, reviewed and approved by the Awarding Official or his/her representative. Any proposed changes (change order) to the original scope of work must be submitted to the Awarding Official or his/her representative for review and approval.

Note: The requirement to submit plans, specifications, and cost estimates to the Northwest Regional Office does not apply to the tribes that have contracted the Bureau function in Housing.

(I) When bidding out a project the Contractor must solicit bids following the tribal procurement policy.

This meets the minimum standards for a procurement management system established in 25 CFR 900.47 through 900.50. The appropriate contracting office uses the bid specification to provide information and invite bids on the project from interested parties. The contracting office selects the winning bidder after a technical review of bids and a written recommendation from the servicing housing office. After a determination that the bidder is qualified and capable of completing the project, as advertised, he/she is awarded a sub-contract. Payments to the sub-contractor are negotiated in the sub-contract and based on specific delivery of services. Progress payments to the sub-contractor shall not exceed 80 percent of the value of the completed and accepted work-in-place. Final payment will be made after final inspection and acceptance of the project and all provisions of the sub-contract have been met. No punch list items shall remain uncompleted.

(J) The Contractor will notify the homeowner if the dwelling must be vacated if conditions exist as listed in Part 256.21, i.e. major repairs requiring all occupants vacate for safety reasons or replacement which requires demolition of current dwelling. It is recommended that notification be in written form. The homeowner is responsible for all costs associated with vacating the dwelling and removing furnishings and possessions.

(K) The Contractor will ensure that all construction meets applicable minimum construction standards and building codes. Upon completion of each stage, further construction is prohibited until the inspection occurs and approval to continue is granted. This will ensure that the work has been done properly and adheres to the written scope of work. Progress inspections are, at a minimum, made at the completion of each stage of construction in accordance with 256.22.

(L) The Contractor will notify the homeowner in writing when work is completed in compliance with the project contract and will provide an opportunity for the homeowner to be present at the final inspection of the dwelling. The Contractor will request the homeowner to sign the notice and return it to the servicing housing office.

(M) The Contractor will adhere to the prior housing service restrictions for each category listed in 256.24.

(N) The Contractor will advise the homeowner if the dwelling is located in an area identified as having special flood hazards under the Flood Disaster Protection Act of 1973 and advise the homeowner of the requirement to have flood insurance prior to approving the project.

(O) When serving mobile homes the Contractor must adhere to the requirements in 25CFR, Part 256.27.

(P) The Contractor shall keep a case file on each approved applicant. The case file shall contain the following documentation, fully completed and signed where applicable, as a minimum:

1. Certificate of Eligibility
2. Housing Assistance Application (BIA Form 6407)
3. Release of Information signed by the applicant(s)
4. Proof of enrollment in a Federally recognized American Indian Tribe or Alaska Native Village
5. Verification of prior year annual income (earned, unearned) and current 1040 tax forms filed with the Internal Revenue Service for all permanent members of the household.
6. Copies of annual Trust income statements for all permanent members of the household. If no account exists for any permanent household member, a statement to that effect from the individual's home agency must be in the file.

7. Proof of ownership of the residence and/or the land [256.9 (b) and 256.13 (g)].
8. If a member of the household is awarded points for a disability, there must be written statements from two qualified sources stating the percentage of disability for the individual to determine the average percentage of disability.
9. Verification that applicant has no other resource for housing assistance.
10. Priority Calculation Form
11. Priority List/Annual Work Plan
12. Indian Health Service application and/or approval for water and sewer service
13. Preliminary Inspection Report (showing condition of existing dwelling).
14. Project Scope of Work, Plans, Specifications (signed by applicant) and Cost Estimate
15. Exception Review Checklist (NEPA)
16. Copy of Completed Payback Agreement.
17. Project Approval Notice and approved Change Orders to original Scope of Work
18. Bid Solicitations, Awarded Bid and Construction Contract
19. Progress Inspections and Final Inspection/Punch List
20. Letters or other documents pertaining to the project development and completion, including financial documents showing actual costs.

The case files shall become a part of the contract record and must be retained by the contractor for at least three years after the completion of the project. At the end of three years they must be submitted to the Bureau of Indian Affairs to be held another two years before being retired to the Federal Records Center in accordance with the BIA Record Retention Schedule. It is recommended that the records be labeled and filed in accordance with the BIA Records Manual, 16 BIAM, to ensure smooth transition to the Federal Records Center and National Archives. A copy of the pertinent section of the BIA File Manual has been provided as part of the HIP Handbook to the Tribe's HIP personnel.

### Reporting Requirements

(Q) The Contractor shall submit a completed Government Performance Results Act (GPRA) report to the Northwest Regional Office Branch of Housing after the end of each calendar quarter. Blank forms will be provided by the BIA. Reports are due as follows:

First Quarter (Oct.-Dec.) January 10  
 Second Quarter (Jan.-March) April 10  
 Third Quarter (April-June) July 10  
 Fourth Quarter (July-Sept.) October 10

(R) The Contractor will prepare an annual report identifying construction work undertaken during the past fiscal year and related construction expenditures [256.14 (e)]. The report is due in the Northwest Regional Office on the fifteenth day after the end of the fiscal year (October 15). At a minimum, the report will contain:

- (1) Number of eligible applicants;
- (2) Number of applicants provided service;
- (3) For each applicant provided service:
  - (i) Date of construction start.
  - (ii) Date of construction completion.
  - (iii) Actual cost.
  - (iv) HIP Category of Service.

## DISASTER HOUSING PLAN

04/04

11

Page 1 of 4

**Summary:** This section of the Housing Improvement Program (HIP) handbook addresses the process and procedures to be followed in the event a natural disaster strikes in your Region and your office is requested to provide disaster emergency housing assistance. It should be noted that the HIP is not an emergency housing program; however, you may have funds available or receive special allocations with which to provide such assistance. This plan establishes the procedures that will provide accountability and management of those funds. It also should be noted that those families that benefit from these funds must be HIP eligible in accordance with 25 CFR Part 256. There are other programs such as the Federal Emergency Management Agency (FEMA), Red Cross and your local (State or County) emergency management agency that may be providing housing assistance. You should make yourself aware of these other agencies' plans for emergency assistance before a disaster strikes. The following is the recommended procedure to follow in managing your assistance. It may be tailored to fit your needs and to complement other agencies' assistance accordingly.

### Phase 1 - Initial Response

**The Servicing Housing Office (SHO) will:**

1. **Within the first fourteen (14) days of the disaster:** Provide the Regional Office with an accurate list of all disaster victims, specifically identifying those victims who are eligible for the HIP and are interested in receiving HIP assistance.
2. **Within thirty (30) days of the disaster:** Provide the Regional Office with a preliminary priority list of families requesting assistance under the HIP. The list should include only the names of those families that are eligible for the HIP, the category of service needed and the associated cost estimates. The involved tribe also should provide a resolution attesting to the validity of the information provided.
3. **As soon as practicable:** Inform HIP eligible disaster victims that cleanup costs for a location or homesite are not allowable under the HIP. Site cleanup costs should be sought from another Tribal, Federal or private program.
4. **As soon as practicable:** Prepare and submit to the Regional Office requests for waiver of pertinent HIP regulations on the basis of the occurrence of the natural disaster. Requests for waiver may be needed:
  - for assistance received after October 1, 1986, [25 CFR 256.6(g)];
  - for furnishing certain documentation, [25 CFR 256.13(e), (f) and/or (g)];
  - for development of the priority ranking list, [25 CFR 256.14(c) & (d)], (this does not preclude the generation of those lists identified in items 1 and 2 of this section); for determination of program category, [25 CFR 256.17(c)]; and/or,

for second time assistance, [25 CFR 256.24].

The Regional Office will forward the requests for waiver to Central Office Housing, with a cover memorandum recommending/not recommending approval for the requests for waiver within 30 days of receipt.

5. **As needed:** Be available to provide technical assistance throughout the disaster assessment and recovery period.
6. **As needed:** Be sure to obtain signed payback agreements (in accordance with HIP regulations) from those applicants who will receive services under the HIP.

### Phase 2 – Construction Planning

**The Servicing Housing Office (SHO) will:**

1. Coordinate meetings with the Regional Office and other agencies involved with the project in order to plan for and coordinate the construction to be performed among the agencies involved.
2. Coordinate with the Indian Health Service on all matters pertaining to health, water and sewer facilities.
3. Establish and maintain a project case file for each HIP applicant to be served.
4. Prepare and submit to the Regional Office the necessary documents for award of a HIP contract by the BIA contracting official. Because of the nature of the dollars, the local contracting official will determine the contracting method. Time frames will be established for completing this phase of the plan based upon applicable procurement policies.
  - 4.1. Prepare and submit the following documents for award of a HIP contract.
    - a. Budget (attached form)
    - b. Work Plan (attached form)
    - c. Construction schedule (attached form)
    - d. Scope of Work (plans and specifications) for each project
    - e. Resolution by Tribe
    - f. Any other contract documents that the contract awarding official may deem necessary
    - g. Letter of support from the BIA Agency Superintendent of the involved tribe.
  - 4.2. Establish a realistic construction schedule and monitor for strict adherence. This will ensure that the victims receive housing assistance in a timely manner.

5. Coordinate with the various programs and appropriate agencies to establish proper clearance such as for leases, legal descriptions and NEPA considerations prior to any construction start up. Due to the urgency of the assistance needed, this process should begin immediately after receipt of the approved HIP work plan.

### Phase 3 - Pre-Bid Process

**The Servicing Housing Office (SHO) will:**

1. Prepare and use bid documents for all construction activities according to applicable procurement policies. This will include solicitation for bid, scope of work and instructions for bidding. This process will begin as soon as the above project requirements have been met.
2. Conduct a pre-bid meeting with all interested subcontractors, representatives of the Regional Housing Office, IHS and others who may be involved in the project to explain the bid documents, bid procedures that will be followed, answer any questions and identify the roles of the persons involved.

### Phase 4 - Pre-construction/Construction Process

**The Servicing Housing Office (SHO) will:**

1. Conduct a pre-construction meeting with the successful bidder and others involved in the process.
2. Perform periodic and progress inspections to ensure the completion and quality of work performed. These inspections/punch lists will be recorded in writing and copies will be disseminated to the interested parties.

**The Regional Housing Office will:**

3. Monitor the HIP contract to ensure strict adherence to all requirements, when the Tribe provides the disaster replacement housing under a Public Law 93-638 contract. This is to ensure that the disaster victims are afforded standard housing as soon as possible after the disaster occurs.

**Phase 5 - Final Phase (Close out process)**

**The Regional Housing Office will:**

1. Perform a final inspection along with the SHO, Grantee and subcontractors prior to a final payment being made to the subcontractor.

**The Servicing Housing Office (SHO) will:**

2. File the properly completed HIP Payback Agreement with the appropriate Agency Realty Office of the Region in which the project is located as soon as the project is complete and not longer than thirty days after completion. This will ensure that a lien is recorded against the title to the property.
3. Complete all required close out documents, such as the final narrative report, final SF 269 and release of claims after all subcontracted have been completed to the satisfaction of the BIA and Tribe.

## HOUSING IMPROVEMENT PROGRAM CONTRACT CLOSE-OUT ACTIONS

Contractor \_\_\_\_\_ FY \_\_\_\_\_

Contract Number \_\_\_\_\_ Amount \$ \_\_\_\_\_

Town of Village \_\_\_\_\_, Alaska 99 \_\_\_\_\_

Check mark the "Yes" squares if you have these records in your office.

No.	Records which must be kept in the contractor's H.I.P. office files.	Yes	No
01.	The original HIP application. (It is confidential.)		
02.	Construction check-off list for each unit worked on.		
03.	Payback agreement from each recipient, either Cat. "B" repair or Cat. "C" new unit.		
04.	Abstract of Bids. A minimum of three (3) bids.		
Keep these records in your H.I.P. office.			

### Records to submit to Regional Contracting through the Regional Housing Specialist.

No.	Name of Report	Yes	No
01.	COR'S Final Performance Assessment Report.		
02.	Property Status Report.		
03.	Contractor's Final Narrative Report.		
04.	Final Financial Status Report.		
05.	Final Quarterly Expense Report		
06.	Final Inspection Report.		
07.	Release of Claims.		
08.	Request to carry forward money.		
09.	Return unused money by check if no longer contracting.		
10.	Request modification to extend term of contract?		
11.	Completed in term of contract.      Date		

Notes:

Signed \_\_\_\_\_ Date \_\_\_\_\_

Les Jensen  
Regional Housing Specialist

# HOUSING IMPROVEMENT PROGRAM CLOSE-OUT REPORT

Contractor: \_\_\_\_\_ Amount: \_\_\_\_\_  
Town/Village \_\_\_\_\_ Alaska 99 \_\_\_\_\_  
HIP Contract No. \_\_\_\_\_ Fiscal year \_\_\_\_\_

## CONTRACTOR'S NARRATIVE REPORT.

01. We received funds on \_\_\_\_\_, we sent out invitations to \_\_\_\_\_ building supply companies on \_\_\_\_\_. The number of vendors responding in a timely and substantial manner were \_\_\_\_\_. The vendor \_\_\_\_\_ was low bidder in the amount of \$ \_\_\_\_\_.

02. The building materials arrived on or about \_\_\_\_\_. Construction began on \_\_\_\_\_ and proceeded

Without incident.

With the following difficulties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

03. The project consisted of:

\_\_\_\_\_ CAT: "B" to (standard condition) for the following people:

- I. \_\_\_\_\_
- II. \_\_\_\_\_
- III. \_\_\_\_\_

\_\_\_\_\_ CAT: "C" new units for the following people:

- I. \_\_\_\_\_
- II. \_\_\_\_\_
- III. \_\_\_\_\_

Final inspection took place on \_\_\_\_\_.  
The final inspection report is attached (new unit only). Contractor will inspect CAT "B".  
The homeowners moved in on \_\_\_\_\_.

The house(s) is/are well constructed and I believe they conform to the building plans and building codes.

Signed, \_\_\_\_\_  
Tribal Council President

Date \_\_\_\_\_

**HOUSING IMPROVEMENT PROGRAM CONTRACT  
FINAL PERFORMANCE ASSESMENT REPORT.**

CONTRACTOR \_\_\_\_\_ FY \_\_\_\_\_  
TOWN/VILLAGE \_\_\_\_\_, ALASKA  
CONTRACT NO. \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

**PURPOSE OF THIS CONTRACT:**

- Repairs to \_\_\_\_\_ Category "A" Houses (Emergency Repair)
- Repairs to \_\_\_\_\_ Category "B" Houses (To Standard Condition)
- Construct \_\_\_\_\_ Category "C" Houses (New Houses)

**THE WORK ON THIS PROJECT WENT:**

- According to the approved work Plans.
- Varied from the Work Plans as Follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE CONSTRUCTION CHECK-OFF LIST WAS:**

- Used
- was not used on this project.

Reason: \_\_\_\_\_  
\_\_\_\_\_

**THE CONSTRUCTION WORK :**

- Varied from the Approved Work Plan as Follows:
- Went according to schedule

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Project was completed on \_\_\_\_\_, 200\_\_.

The Final Inspection was Performed on \_\_\_\_\_, 200\_\_.

**AS THE CONTRACTING OFFICER'S REPRESENTATIVE I DECLARE THIS HIP PROJECT TO BE SUCCESSFULLY COMPLETED. ALL REQUIRED REPORTS HAVE BEEN RECEIVED AND INCLUDE THE FOLLOWING;**

- The Final Financial Report
- The Contractor's Narrative Report
- The Property Disposition Report
- Return of Unused funds.  Carry over to next year.
- The COR's Final Performance Assessment Report.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Regional Housing Specialist (COR)

## HOUSING IMPROVEMENT PROGRAM JUNEAU REGIONAL OFFICE—INSPECTION FORM

A = Acceptable B = Broken C = Missing	Home Owner: _____ Location: _____ Tribe: _____	Inspection Type									
		Preliminary Final	CAT. (a)	CAT. (b)	CAT. (c)						
		Check <input type="checkbox"/> one									
<b>FOUNDATION</b>											
Gravel Fill		Glue Lam		Water Lines							
Piling		Timbers		Sewer							
Post & Pad		Vapor Barrier									
All Weather		Floor Insulation									
<b>EXTERIOR</b>											
Elect. Serv. Ent.		Chimney / vents		Attic Vents							
Meter Base		Wall Covers		Trim							
Ground Rod		Windows		Paint							
Roof Cover		Doors		Porch / Steps							
<b>INTERIOR</b>											
INTERIOR FEATURES Condition by Location	Living Room	Hall	Kit	Bath	Bedroom	INTERIOR FEATURES Condition by Location	Living Room	Hall	Kit	Bath	Bedroom
Fire Extinguisher						Doors					
Wall Insulation						Windows					
Ceiling Insulation						Closets					
Ceiling Cover						Floor Tile					
Wall Cover						Carpet					
Partition Cover						Trim					
Elect. Load Center						Paint					
Circuit Breakers						Plumbing					
Light Fixtures						Fixtures					
Switches						Cabinets					
Receptacles						Furnace					
Smoke Alarms						Cook Stove					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The undersigned jointly conducted the Final Inspection prior to acceptance and find it in an acceptable condition except as noted.

HOMEOWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

BUREAU REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

# PROPERTY STATUS REPORT

Contractor \_\_\_\_\_ Town / Village \_\_\_\_\_

Contract No. \_\_\_\_\_ FY \_\_\_\_\_

Describe each property with a retail value more than \$ 100.00 that was purchased with funds from this contract:

01. Description of Property \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

02. Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_

03. Date of Purchase \_\_\_\_\_

04. Physical condition (circle one) Very Good    Good    Medium    Poor

05. Give a brief description to explain why the property is no longer in serviceable condition.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe each property with a retail value more than \$ 1000.00 that was purchased with funds from this contract:

02. Description of Property \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

06. Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_

07. Date of Purchase \_\_\_\_\_

08. Physical condition (circle one) Very Good    Good    Medium    Poor

09. Give a brief description to explain why the property is no longer in serviceable condition.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Les Jensen  
Regional Housing Specialist



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

CONTRACT NUMBER

CONTRACT DATE

RELEASE OF CLAIMS

WHEREAS, by the terms of the above identified contract for

entered into by the United States of America, hereinafter also referred to as the United States, and the contractor whose name appears on the contract as

It is provided that after completion of all work, and prior to final payment, the contractor will furnish the United States with a release of claims.

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the contractor of the amount now due under the contract, to wit, the sum of

dollars

(\$ \_\_\_\_\_), the contractor hereby renounces, releases, and forever discharges the United States, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said contract except:

IN WITNESS WHEREOF, the contractor has executed this release this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(Contractor)

(Street Number or R.F.D.)

(City)

(State)

(Zip Code)

By

(Signature)

(Name - Type or Print)

(Title)

COMPLETE ONLY IF CONTRACTOR IS A CORPORATION

CERTIFY That I am the

I, \_\_\_\_\_ of the corporation named as contractor herein, that signed this release on behalf of the corporation, was then \_\_\_\_\_ who of said corporation, and that said release was duly signed for and on behalf of said corporation by authority of its governing body.

(Seal)

(Signature)

DI-137 (Rev. August 1972)

INT: 1780-72

GSA-682

# Accountability/Records Management

**INDIAN AFFAIRS RECORDS  
SCHEDULE**

**3400 Series**

**HOUSING**

**SUPERSEDES ALL PREVIOUSLY RELEASED RECORDS SCHEDULES**

# INDIAN AFFAIRS RECORDS SCHEDULE

**SERIES: 3400**

**Housing**

**3400-P5**

Program Correspondence and Policy/Directives Files

**NARA JOB #**  
**N1-075-05-1**  
**Approved**  
**3/31/2005**

a. Program Correspondence Files – Official Files

Records include program correspondence files that are created, received and where action is taken; or have the primary responsibility for the documentation of the activities which relate directly to the Housing program function. Records consist of incoming and outgoing originals or copies of correspondence, reports, forms, and other records that pertain to the program activities of the office in which these records are created and maintained. Also included are printouts of electronic mail, documents created through word processing and spreadsheet software applications, and supporting documentation.

**Filing Arrangement:** Arrange alphabetically by subject.

**Official File:** Office(s) with primary responsibility.

**Disposition Instructions: PERMANENT.** Cut off at fiscal year end. Maintain in office of record for a maximum of 5 years after cut off, and then retire to records center. Subsequent legal transfer of the records to the National Archives of the United States will be as jointly agreed to between the United States Department of Interior and the National Archives and Records Administration.

**NARA JOB #**  
**N1-075-05-1**  
**Approved**  
**3/31/2005**

b. Program Policy/Directives Master Set with Case History Files – Official Files

Records include files created and related to the internal program policy, guidance and regulations of daily operations for the Housing program. Records consist of the preparation, review, documentation of decision related to policy development, regulation case history, public comment, proposed and final regulation, clearance, publication and final distribution of a directive in a manual, bulletin or handbook format outlining internal policy, procedure, organization, instruction and delegation of authority. Also included are printouts of electronic mail, documents created through word processing and spreadsheet software applications, supporting documentation, and related correspondence.

**Filing Arrangement:** Arrange alphabetically by subject then chronologically.

**Official File:** Office(s) with primary responsibility.

**Disposition Instructions: PERMANENT.** Cut off at fiscal year end when superseded or rescinded. Maintain in office of record for a maximum of 5 years after cut off, and then retire to records center. Subsequent legal transfer of the records to the National Archives of the United States will be as jointly agreed to between the United States Department of Interior and the National Archives and Records Administration.

## INDIAN AFFAIRS RECORDS SCHEDULE

**SERIES: 3400**

**Housing**

**3401-P5**      Home Improvement Program (HIP) Applicant Case Files

**NARA JOB #**  
**N1-075-05-1**  
**Approved**  
**3/31/2005**

**Contents:** Records include tribal enrollment information; condition of existing housing, family size and composition, income, inability of applicant to secure housing from other sources, and evidence that applicant has not received HIP assistance after July 1, 1975. Also included are printouts of electronic mail, documents created through word processing and spreadsheet software applications, supporting documentation and related correspondence.

**Filing Arrangement:** Arrange numerically by case number.

**Official File:** Record copy maintained by originating office.

**Disposition Instructions: PERMANENT.** Cut off at fiscal year end. Maintain in office of record for a maximum of 5 years after cut off, and then retire to records center. Subsequent legal transfer of the records to the National Archives of the United States will be as jointly agreed to between the United States Department of Interior and the National Archives and Records Administration.

**SOME RECORDS MAY BE SUBJECT TO THE PRIVACY ACT (BIA-10).**

## INDIAN AFFAIRS RECORDS SCHEDULE

**SERIES: 3400**

**Housing**

**3402-P5**

Consolidated Home Improvement Program (HIP) Report Files

**NARA JOB #  
N1-075-05-1  
Approved  
3/31/2005**

**Contents:** Records include the consolidated annual periodic narrative and statistical report on the Bureau-wide Housing Improvement Program. Also included are printouts of electronic mail, documents created through word processing and spreadsheet software applications, supporting documentation and related correspondence.

**Filing Arrangement:** Arrange chronologically.

**Official File:** Record copy maintained by Central Office.

**Disposition Instructions: PERMANENT.** Cut off at fiscal year end. Maintain in office of record for a maximum of 5 years after cut off; and then retire to records center. Subsequent legal transfer of the records to the National Archives of the United States will be as jointly agreed to between the United States Department of Interior and the National Archives and Records Administration.



## DESCRIPTION OF HOUSING IMPROVEMENT PROGRAM CASE FILES

The Office with primary responsibility for accomplishing or conducting the Housing Improvement Program (HIP) for the Bureau of Indian Affairs (BIA) is either the BIA Office or the Tribal P.L. 93-638 Contractor conducting the program. This Office/Contractor will be the holder of the case file (i.e., the "official record") and is accountable for the maintenance and disposition of case files. (See contract requirements P.L. 93-638 Contract Section 100, Part 116 D. and C.)

Case files are records of value, such as records concerning individual Indian who qualify as housing improvement participants, narrative reports describing project progress and financial records which record funding distribution. These records need to be maintained permanently and must be transferred to a Federal Records Center or to the National Archives, depending upon age of the record. Such files are to be transferred in accordance with 16 BIAM.

The Housing Improvement Program has two types of case files:

1. Home Improvement Program (HIP) Applicant Case files  
For definition of Case Files, see P.L. 93-638 Contract Section 200 Part 202 B. File maintenance – Contractor responsibility.  
File Disposition – BIA responsibility
2. Home Improvement Program (HIP) Reports  
For definition of reports see P.L. 93-638 Contract Section 200 Part 207 A & B. File maintenance and disposition – BIA responsibility.

Home Improvement Program (HIP) Applicant Case Records are to be held by the Agency/Contractor for a total period of five (5) years after project completion. After the five-year retention period, the files will be transferred to the National Records Center, Lees Summit, Missouri, where they will be held for 20 years before transfer to the National Archives.

If Program has been contracted by a tribe, the Tribe may hold the files for a period of three (3) years then return the files to the Bureau of Indian Affairs. The three-year period is in accordance with Sections 117 and Section 316 of P. L. 93-638 Contracts.

The BIA will then hold the files for an additional two (2) years, completing a total retention period of five (5) years in compliance with retention regulations in 16 BIAM.

Home Improvement Program (HIP) Reports – Original reports submitted by the Tribe in compliance with Section 207 of P.L. 93-638 contracts become part of the original contract file. The original contract file is also a permanent case file which is subject to 16 BIAM-2306-P3 and is maintained by the BIA Branch of Contracts and Grants and will be maintained for three years by the BIA and then submitted to the Federal Records Center where they will be held for 20 years before transfer to the National Archives.

The consolidated reports resulting from tribal submissions is the responsibility of the BIA Housing Improvement Division and will be maintained for three years by the BIA and then submitted to the Federal Records Center where they will be held for 20 years before transfer to the National Archives.

Housing Improvement Program files are Permanent files that are subject to the Privacy Act and, as stated in the Act, remain the property of the Bureau of Indian Affairs.

Direct questions to:  
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THE FOLLOWING PAGES CONSIST OF:

1. Definition of Applicant Case Files - 3041-P5 (1 Page)
2. Copy of P. O. 93-638 Contract Sections cited (3 Pages)
3. Privacy Act - INTERIOR/BIA-10 (2 Pages)

**HOUSING IMPROVEMENT PROGRAM (HIP)  
APPLICANT CASE FILES 3041-P5**

**CASE FILE GENERAL DEFINITION - 16 BIAM**

Case files are records of value, concerning individual Indians who qualify as housing improvement participants and as such, are records which will need to be transferred to a Federal Records Center, Lee Summit, MO, or to the National Archives.

**P. L. 93-638 CONTRACT 100 SECTION**

**116 Recordkeeping**

C. Provide for the creation, maintenance and safeguarding of records of lasting value, including those involving individual rights, such as permanent student records and transcripts.

- |                   |  |
|-------------------|--|
| 1. Subject To:    | P. L. 93-638 CONTRACT<br>SECTION 100<br>Part 109      Records subject to the Privacy Act<br>Part 116      Recordkeeping Part C and D<br>Part 117      Records - Access to and Retention<br>SECTION 200<br>Part 202.B    Prepare and Maintain Applicant Case<br>Files<br>SECTION 300<br>Part F.        Records<br>Section 316 Audit, Records and Examination of<br>Records<br>Section 317 Privacy Act Requirements<br>(5 U. S. C. 552.a)<br>Privacy Act<br>16 BIAM            Records and Files Disposition<br>Housing - - 3401 -P5 |
| 2. Responsibility | BIA/P. L. 93-638 Contractor  |
| 3. Ownership      | Bureau of Indian Affairs   |
| 4. Type           | Permanent  |
| 5. Disposition    |  |
| BIA               | Hold 5 years after project completion  |
| Contractor        | Hold 3 years for audit purposes - return to BIA for final<br>2 year retention period   |

Federal Records Ctr. Hold 20 years (BIA ownership)  
National Archives Permanent retention (Public Domain)

SECTION 100 P.L. 93-638 CONTRACT

109. Records subject to Privacy Act

The Contractor's performance of this contract involves a system of Bureau records, identified as "Housing Improvement Program-Interior, BIA-10", which is hereby incorporated as a part of this contract. This system of records is subject to the requirements of the Privacy Act and the Contractor shall comply with its requirements.

116. Recordkeeping

The Contractor shall maintain a recordkeeping system which allows the Bureau of Indian Affairs to meet its legal records program requirements under the Federal Records Act (44 U.S.C. 3101 et seq) and to facilitate contract retrocession or reassumption, if any. Such a record shall:

C. Provide for the creation, maintenance and safeguarding of records of lasting value, including those involving individual rights, such as permanent student records and transcripts.

D. Provide for the orderly retirement of records used or created under this contract. Such records shall be returned to the Bureau of Indian Affairs for disposition according to the General Records Schedules and the Bureau Records Control Schedules.

117. Records - Access to and Retention

A. During the term of this contract and for three years after the project or undertaking is completed, or after one contract year has been completed, the Comptroller General, the Secretary of the Interior, the Assistant Secretary - Indian Affairs, or any of their duly authorized representatives shall have access to, for audit and examination purposes, any of the Contractor's books, documents, papers and records which are related or pertinent to the contract or any subcontract or subgrant or other related agreement, with the following exceptions:

1. The records shall be retained beyond the three year period if audit findings have not been resolved.

2. When records are transferred to or maintained by the Bureau of Indian Affairs, the three year retention requirement does not pertain to the contract for such records.

SECTION 200 P.L. 93-638

202. Statement of Work

The Contractor shall furnish all necessary labor, materials, equipment and other services to perform and complete the required repair, renovation and/or new housing construction under this contract, as follows:

B. Prepare and Maintain Applicant case Files

The Contractor shall keep a case file on each approved applicant and shall provide the Contracting Officer's Representative (COR) written verification of the same. The case file shall contain, as a minimum:

1. Tribal enrollment information
2. Condition of existing housing
3. Family size and composition
4. Income
5. Evidence of the inability of the applicant to secure housing from other source.
6. Evidence that the applicant has not received HIP assistance after October 1, 1986

The case files shall become a part of the contract record and must be retained by the Contractor for at least three years after the completion of the project. (See 25 CFR, Part 256.8(c).)

207. Submission of Reports

Contractor shall furnish the Contracting Officer, through his/her authorized representative, the following written reports:

A. A brief narrative report will be as follows:

-A summary of accomplishments achieved addressing each item provided in the contract program functions;

A summary of problems encountered that may have prevented accomplishment or certain provisions in the contract.

B. Quarterly reports shall be prepared on construction work undertaken and expenditures related to that construction work. The Quarterly reports are due at the Agency on the 10<sup>th</sup> day after the end of each calendar quarter and the Area on the 15<sup>th</sup> day and shall contain for each HIP grant, as a minimum:

- 1) Name of Grantee
- 2) Date of Construction Start
- 3) Date of completion
- 4) Cost

(See 25 CFR, Part 256.8(1).)

### SECTION 300 P.L. 93-638 CONTRACT

#### 316 Audit, Records and Examination of Records:

(g) The Contractor agrees to include in all subcontracts hereunder a clause including such subcontracts within the terms of the proceeding clause. Each subcontract must contain clauses requiring the retention of such records of three years after final payment under the subcontract or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 120), whichever expires.

(h) The records of the contractor related to this contract must be retained for three years:

(1) For a term contract, from the day when the contractor submits to the Contracting officer the final expenditure report.

(2) For a mature contract or for contracts which are renewed at annual or other intervals, the retention period for each funding period starts on the day the Contractor submits to the contracting Officer the last expenditure report for that funding period.

(i) The Contractor shall retain records of this contract for as long as is necessary, if any litigation, claim negotiation, audit or other pertinent action involving the contract started prior to the expiration of the three year period identified above. Such records must be maintained until completion of the action and resolution of all issues arising from same, or until the end of the regular three-year period, whichever is later.

#### 317 Privacy Act Requirements (5 U.S.C. 552a.)

The Contractor agrees to comply with all requirements and provisions of Subpart D of CFR Part 2, which implements the Privacy Act.