

Karuk Community Health Clinic

64236 Second Avenue
Post Office Box 316
Happy Camp, CA 96039
Phone: (530) 493-5257
Fax: (530) 493-5270

Karuk Tribe



Administrative Office

Phone: (530) 493-1600 • Fax: (530) 493-5322
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

Karuk Dental Clinic

64236 Second Avenue
Post Office Box 1016
Happy Camp, CA 96039
Phone: (530) 493-2201
Fax: (530) 493-5364

Request for Proposals

24-RFP-007

For More Information: Robert Perez, Construction Manager,
(530)493-1600 EXT 2055, rperez@karuk.us

Proposal Deadline: **Friday, March 22, 2024** no later than **4:00 p.m.** (Pacific Standard Time)

Notice is hereby given that the Karuk Tribe (KT) is hereby accepting sealed bids in response to this solicitation for Requests for Proposals (RFP) for design, and construction of a new stick-built Health Administration building located at 64100 Hillside Rd Happy Camp, Siskiyou County, California.

Only those bidders who submit a written request and receive a complete RFP solicitation package will be considered as registered bidders. KT shall not be responsible for the accuracy or completeness of documents obtained through any other means other than submitting a written request and registering as a bidder.

Bidders shall inspect the site where construction is to be performed and shall satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable.

Bids shall be on a lump sum basis and shall include alternate bids, if any. Bids shall be submitted in a sealed envelope no later than **FRIDAY, March 22nd, 2024 BY 4:00 PM PACIFIC TIME** to the Karuk Tribe at:

Karuk Tribe
Attention: Emma Lee Perez
PO Box 1016
64236 Second Avenue
Happy Camp, CA 96039

FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED. Bids will be opened and ranked on the criteria contained in this RFP- See Section VIII.

The Construction Manager for this project is **Robert Perez** who can be reached at rperez@Karuk.us and/or (530) 493-1600, extension 2055. The Contract Manager for this project is **Erin Hillman** who can be reached at ehillman@Karuk.us and /or (530) 493-1600, extension 2004.

BID SCHEDULE INSTRUCTIONS: The Contractor shall provide prices for each schedule. It is intended that an award will be made for Schedule A bids based on bid evaluations, available funding, and if award is in the best interest of the Karuk Tribe.

I. SCHEDULE A – FLOOR ELEVATION AT GRADE

ITEM	DESCRIPTION	UNIT	TOTAL
1	<u>Design of Medical Administration Building:</u> Includes all items for the design described in this solicitation with the floor elevation at grade.	JB	
2	<u>Construction of: Medical Administration Building</u> Includes all items for the construction described in this solicitation with the floor elevation at grade.	JB	
3	<u>Allowance for Construction Monitoring (80 hours):</u>		
TOTAL			

II. STATEMENT OF WORK:

The Contractor shall furnish all labor, material, equipment, and services required for the design, construction, inspection, and commissioning of a new Health Administration Facility located in Happy Camp, California. The estimated building footprint is a minimum 4,200 gross square feet (GSF). Actual building and room sizes will be determined by programmatic needs as the project moves through the design process. It is estimated that the building will need to support approximately s (26) employees in performance of their normal duties Monday through Friday during business hours. Patient flow data will be provided by KT for use during the design process.

The new Medical Administration building shall be designed and constructed to house the following:

- (1) 3 Bathrooms (3 Employee)
- (2) 1 Reception Room/Area
- (3) 1 IT Room
- (4) 1 Mechanical and Utility
- (5) 2 Storage Rooms
- (6) 10 Office
- (7) 1 Staff Break Room
- (8) 1 Conference/Multi-Purpose Room
- (9) 1 Open Office (12) 6X6 Partitions

The above list is intended to serve as a functional description and starting point for design and construction. Room areas indicated above are only approximations and do not include wall or circulation space.

III. DESCRIPTION OF WORK: The following description of work is intended as a starting point on which to base the design and construction.

A. General: The project includes the design and construction of a new stick-built Health Administration building. The combined square footage will be approximately no less than 4,200 gsf. ADA and NFPA shall have primacy otherwise IBC shall apply.

B. Civil:

1. **Storm Water Discharge Permitting:** The total disturbed area including but not limited to building construction, material and equipment storage, spoil piles, trenches and other disturbed areas as a result of construction activities shall not exceed 1 acre in size without prior written approval by KT. If required, the contractor shall be responsible for storm water discharge permits and any associated fees. Required permits shall be in place prior to the start of any ground disturbing activities and shall be conducted in a manner that meets the permit requirements.
2. **Surveying, Drainage and Site Preparation:** All site survey and site preparation work shall be included in the scope of this project. This includes but is not limited to establishing accurate benchmarks, gathering topographic information, construction staking, layout, clearing, grubbing, grading, and compaction. All survey work shall be performed under the supervision of a licensed professional surveyor who is currently licensed to perform such work in the **State of California**.
3. **Building Foundation Type:** The foundation type shall be contingent upon KT award. Foundation design and construction shall meet all geotechnical and seismic requirements and related local, county, state or federal regulations, whichever is the more stringent.
4. **Walks, Curbs, Ramps, and related ADA Accessibility to Building:** Design and construction of ADA compliant sidewalks, ramps, curbs, and related accessibility to building shall be included in the scope of this project.
5. **Utilities:** All design and construction of utilities shall be included in the scope of this project necessary for a complete and fully functional building and shall meet International Building Codes. This includes electric, gas, water, and onsite wastewater disposal as required and any associated permits, fees and other costs assessed by local utility providers. Design and construction requirements and considerations include:
 - i. **General:** The Contractor shall locate all private and public utilities during the design and construction. Field verification of existing utilities is the sole responsibility of the Contractor. Information provided by KT shall be used for reference purposes only.
 - ii. **Liquefied Petroleum Gas (LPG):** The design and construction of building shall incorporate the use of onsite LPG system for other building operations such as water heater(s) and HVAC systems. The LPG storage tank shall be sized to support normal operations as well as adequate storage capacity for backup generator operation.
 - iii. **Community Water:** The design and construction of water service from the local community water system to the building shall be included in this project. The contractor shall coordinate any permits, connection fees, and

other associated costs with local community water system necessary for a complete and fully functional building.

- iv. **Onsite Wastewater:** The design and construction of an onsite wastewater disposal system shall be included in this project. A site suitability determination shall include but not limited to soils testing, geotechnical reports, and appropriate onsite wastewater disposal system necessary for a complete and fully functional building. All geotechnical reports shall be completed by a licensed professional geotechnical engineer. All soils sampling and testing shall be done by a third party, independent testing agency, retained by the contractor. No community wastewater disposal service is available.
6. **Site Improvements:** With the exception of site monument, other site improvement features such as fencing, landscaping, street lighting, and parking signage are not included in this project.
7. **Parking Pavement and Roadway Access:** Parking paving and roadway access, are included in this project.

C. Architectural

1. **General:** Building exterior architectural elements should be sensitive to local and regional architecture and should complement the nearby KT's Medical/Dental Facilities. Reference design and submittal requirements below for licensure requirements.
2. **Interior/Exterior Finishes:** The design and construction of both interior and exterior finishes shall be included in the scope of this project.
3. **Fixtures:** The design and installation of fixtures shall be of commercial grade and shall be included in the scope of this project. Examples include faucets, toilets, sinks, and lighting systems. Of special note:
 - i. **Custodial Closet:** Sink and other fixtures shall be designed to accommodate wet mops and other janitorial equipment and activities.
4. **Interior Signage:** The design and installation of interior room signage shall be included in this project. All rooms shall have signage meeting ADA requirements and shall include room title and room number.
5. **Building Exterior Lights:** Exterior building lighting shall be included in the scope of this project for the safety and security of patients, visitors, employees and property.
6. **Site Monument:** The design and construction of a site monument shall be included in this project. The monument shall of the sufficient dimensions and sizing to be clearly visible by vehicular traffic.

D. Electrical

1. **General:** The building electrical distribution system and main service entrance shall meet minimum building requirements and based on functionality and efficient operation.
2. **Office Equipment:** The electrical, voice and data system infrastructure shall accommodate private offices, a conference/meeting room and open work station areas.

3. **Multipurpose Room:** The multipurpose room shall be able to accommodate a refrigerator, oven with exhaust, and microwave.
4. **Backup Electrical Power:** The design and construction of building electrical system shall include automatic switch gear and backup power to existing generator on-site. The scope of this project does include connections to the backup generator.

E. Mechanical

1. **General:** The building mechanical systems shall meet minimum building requirements, International Building Codes and will be based on functionality and efficient operation.
2. **Heating, Ventilation, and Air Conditioning:** All design and construction of the building heating, ventilation and air conditioning (HVAC) systems shall be included in the scope of this project. Health care building design and construction requirements and considerations shall include:
 - i. **Equipment Efficiency:** If possible, equipment shall have Energy Star or Federal Energy Management Program (FEMP) designation.
 - ii. **IT/Telecom Rooms:** The HVAC design and construction shall sufficiently account for equipment temperature control requirements in the information technology areas.
 - iii. **Front entrance Vestibule:** The HVAC design and construction shall include a front entrance vestibule.

F. Life Safety: All applicable NFPA design and construction requirements shall be included in the scope of this project. This includes illuminated exit signage, recessed fire extinguisher cabinets, and fire extinguishers. Emergency lighting, evacuation route signage and smoke detectors with audible alarms are required and shall also be included in the scope of this project. The scope of this project does include an automatic fire suppression system (ie sprinkler system).

G. Other Safety Related Items: The design and construction of plumbed emergency eyewash stations in accordance with OSHA and ANSI requirements shall be included in this project.

H. Cultural Monitoring: Contractor shall notify the Tribe's Construction Manager and/or THPO at least 48 hours prior to scheduled ground disturbance activities to coordinate the required Construction Monitoring activities. These construction-monitoring activities identified in the Environmental Assessment Report under mitigation measures completed by SHN Engineers. An allowance has been included in Schedules A under the bid schedule instructions. This amount is to be added to all bids.

IV. SUBMITTALS

A. General Requirements: Submittal format requirements:

1. The Contractor shall provide three (3) copies of all documents scheduled for review.

2. 100% Submittal shall include one (1) original, signed, stamped, printed sets of the drawings and specifications in addition to three (3) copies.
3. Record Drawings shall conform to the format requirements for the 100% submittal. One (1) CD containing: 100% drawings and specifications in PDF format, 100% Specifications in MS Word Format, 100% Drawings in AutoCAD 2009 DWG format, and all referenced images, files etc.
4. The Contractor shall prepare and submit complete construction documents for review and approval by the KT in accordance with standard professional practice, prevailing codes, and KT's RFP.

B. Professional Licensing: A registered Engineering Professional seal indicating such license by the state of California shall appear on the final construction documents. The architect whose seal is shown will be known as the Architect of Record.

C. Design Submittal:

1. The review submission packages will incorporate the comments from the previous review. If any package is not complete for the required stage a post review may be required the cost of which will be borne by the contractor.
2. Each review submission package shall include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted.
3. KT will review the design submission package according to the timelines set forth in the Deliverables section, and provide comments/approvals, either electronically, by fax, or by hard copy delivery.

D. Drawings Submittals:

1. Drawings shall be independent for architectural, electrical, mechanical, etc., design and shall denote, on separate views, on the same sheet for each function, where possible. Drawings shall be provided to KT, layouts shall be 24" X 36" plan sheets. All drawings in project set shall be on same type and size sheets. PDF files are also requested.
2. All views, elevations, sections, details, nomenclatures etc. shall be complete to ensure Contractor compliance without fault to misunderstanding of incomplete or improper views, elevations, sections, details, nomenclatures etc.
3. All drawings for 100% submission must be stamped with professional seal of a licensed architect and/or engineer, as appropriate with discipline, along with name and address of firm.

E. Construction Submittals:

1. Construction submittals shall be submitted ten (10) working days, excluding Federal and Tribal holidays, prior to proceeding with that portion of the construction work which requires submittal approval. Delays attributable to

untimely and rejected submittals will not serve as a basis for extending contract time for completion.

2. Submittals shall be made as a complete package for each specification section.
 3. The Contractor shall retain copies of submittal items. The intent of this requirement is to save time, whereby many questions can be resolved by telephone and to ensure that true copies are available in the event of loss or damage during the reproduction cycle.
- F. **Quality Control Submittal:** The contractor shall design and implement a quality control plan to ensure that construction is performed in accordance with the specifications. The quality control plan shall include construction inspection schedules for the duration of construction schedule and at critical junctures to ensure compliance with the specifications. Copies of all inspection reports, commissioning reports, materials testing reports and safety inspections shall be provided to KT.
- G. **Costs Submittals:** The Contractor shall prepare preliminary cost estimate, detailed construction cost estimate, and a schedule of values.
1. **Preliminary Construction Estimate:** Estimate shall include all direct construction costs broken down by major specification divisions. Costs shall include line items for construction contractor profit, overhead and risk. Two preliminary construction cost estimates will be prepared, one for single story facility, and one for two-story facility for final selection.
 2. **Detailed Construction Estimate:** Once the selection has been made the selected facility construction estimate shall include all direct construction costs broken down by individual specification section. The estimate shall show all costs and level of effort associated with work items included in the contract. Costs shall include line items for construction contractor profit, overhead and risk. All items over one thousand dollars shall be broken down to the smallest unit practicable. This estimate will be used to create the Schedule of Values against which the Contractor will invoice for construction work performed.
 3. **Schedule of Values:** The Contractor, with input and final approval by KT, shall create a schedule of values based on specification sections developed during design phases. This schedule of values shall be used during the construction period to monitor progress as well as provide the bases for construction phase invoicing. The schedule of values shall not be confused with the preliminary and detailed construction estimates that are due as part of the design submittals.

V. **DELIVERABLES:**

- A. **30% Schematic Design Submittal:** Due 45 days after NTP (5 days for KT review).

1. Prepare a study and investigative report verifying the project scope, analysis of infrastructure systems and recommendations defining the design approach, any existing conditions and/or design considerations unique to the project area.
 2. Site visit(s) for field investigation and meet with functional area users & technical staff.
 3. Initial conceptual design.
- B. 60% Design Development Submittal:** Due 50 days after 30% submittal review (5 days for KT review).
1. Prepare drawings and specifications in preparation for full contract drawings and specification for the approved design based on schematic design.
 2. Provide preliminary cost estimate for project construction.
 3. Response to KT's 30% review comments, if applicable.
- C. 90% Design Development Submittal:** Due 40 days after 60% submittal review (5 days for KT review).
1. Further prepare drawings and specifications in preparation for full contract drawings and specification for the approved design based on the approved schematic design.
 2. Provide detailed cost estimate for project construction.
 3. Response to KT's 60% review comments, if applicable.
- D. 100% Construction Documents Submittal:** Due 30 days after 90% submittal review (10 days for KT review).
1. Prepare contract drawings and specifications. The intent is to provide a complete set of construction documents for the project.
 2. Response to KT's 90% review comments, if applicable.
 3. Provide detailed cost estimate for project construction.
- E. Project construction:** 120 days
1. The Contractor shall provide all necessary Construction Period Services to include but not limited to construction submittal review, construction inspections and reports, telephone consultation, review of change order proposals, and design changes as necessary.
- F. Record Drawings and commissioning reports:** Two complete sets of Record Drawings due 30 days after final inspection.
- G. Project Total duration:** 305 days from Notice to Proceed (this does not include the Record Drawings and commissioning reports).

VII. **APPLICABLE CODES:** NFPA and ADA shall have primacy otherwise IBC shall apply.

Americans with Disabilities Act (ADA)
International Building Code (IBC)
National Electric, Uniform Plumbing, and Mechanical Codes

National Fire Protection Association (NFPA)
State of California Code of Regulations (CCR)
Other applicable local, state, or federal regulations including Humboldt County.

VIII. PAYMENT

A. Design Payment: Payment for preparing construction drawings and specifications will be at the Contract lump sum amount for the pay item “Design”. Payment for a design submittal will be authorized upon acceptance of the submittal. Payment will be according to the following schedule:

Project Milestone	% of design fee paid at completion.
30% Design Submission	30%
60% Design Submission	30%
90% Design Submission	25%
100% Construction documents	5%
Construction period services	*10%

* Construction period services shall be billed based on actual work performed.

B. Construction Payment: Payment for construction work shall be billed for as work is completed. Work shall be billed against the schedule of values generated by the detailed construction estimate. A ten percent (10%) retention will be withheld from each payment until project has been completed and accepted by owner.

C. INDIAN PREFERENCE & TERO

- a. All work awarded and performed under this Contract must comply with Section 7(b) of the federal Indian Self Determination and Education assistance Act.
- b. The Contractor shall also comply with all other Owner Indian preference and tribal employment rights ordinance requirements, if any.
- c. If the Contractor has been awarded this Contract because of Indian preference and it is later determined that the Contractor was not 51% Indian owned and controlled by the requisite Native Americans or Native American organization, the Owner may terminate the Contractor’s right to proceed. Furthermore, any Indian-preference Contractor must obtain prior approval from the Owner in order to reduce its Indian ownership and control to less than 51% during the course of this Contract.
- d. This contract is subject to all provisions of the Karuk Tribe’s TERO Ordinance. Within 10 days of execution of this contract, Contractor shall contact the Karuk Tribal Employment Rights office at 530-493-5305 ext 2030 for a TERO packet

and instructions. An amount equal to 2% (two percent) of the total contract sum, and all future change orders is payable to the Karuk Tribe as a TERO fee. Contractor may include the entire TERO fee in his first application for payment, or include the TERO fee in each of his progress payment applications.

e. Need to add the 6% TERO Tax information in here.

D. REQUIREMENTS IMPOSED BECAUSE OF FEDERAL FUNDING

- a. The additional requirements imposed by federal funding sources set forth in Attachment A (other Federal Requirements) must also be complied with by the Contractor and subcontractors and are made part of this Contract.

E. BONDING AND INSURANCE REQUIREMENTS

- a. Bid Bond:
- b. The Contractor shall within five days after the receipt of a Notice of Award furnish the Tribe's Contracting Officer with a Performance Bond and a Payment Bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten days after notice from the Contract Manager to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Contract Manager. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Contract Manager.
- b. Upon Notice of Award of contract the Contractor is required to provide evidence of Workman's Compensation and General Liability Insurance to the Tribe's Contracting Officer.

VIII. EVALUATION FACTORS:

Proposals will be evaluated and award will be made on the basis of both cost and considerations identified below and what is the best value to the Karuk Tribe. Submitted information shall be specific and clearly delineated. Failure to address evaluation factors may result in disqualification.

- A. **Design Build Experience (25%):** Past experience over past 5yrs showing ability and experience completing professional Design Build projects similar in scope and size of the project described. This shall include 3 references for successfully completed design build projects including project name, project description, owner name, and owner contact information.
- B. **Cost (50%):** Cost shall include completed bid schedule as well as description of cost control approach and long-term energy efficiencies incorporated into the finished completed building design and construction.
- C. **Team Composition and Key Personnel (15%):** Team composition and description including company names and roles of each member including other professional firms, general contractors and/or any form of subcontracting. Also included shall be the professional qualifications, expertise, experience, and education of key team personnel who will be directly involved in the project.
- D. **Management Strategy and Quality Control (10%):** Description including narrative that addresses the coordination and scheduling of design and construction with team members and KT personnel. This shall include design development and process approach during both the design and construction phases. Scheduling shall demonstrate knowledge of project starting from Notice to Proceed to contract completion including milestones and major portions of contract work. Design phase should include but is not limited to submittal time lines, testing, meetings, and internal quality assurance and control milestones. Construction phases should include but is not limited to mobilization/demobilization, excavations, interior finish, exterior finish, site utilities, commissioning, prefinal inspection, and final inspection.

IX. Environmental Assessment- Mitigation Measures

Contractor is required to incorporate the following mitigation measures identified in the Tribe's Environmental Assessment completed for the project..

~~Mitigation Measure 1.~~ (Previously performed by Tribe).

Mitigation Measure 2. All construction activities will have a Karuk monitor on site during excavation operations to prevent the possible destruction to unanticipated cultural resources that may be encountered during construction activities.

Mitigation Measure 3. In the event that any cultural materials are inadvertently discovered during construction, all ground disturbing activities within the construction site shall be halted and a qualified archaeologist shall be contacted to conduct an on-site inspection and evaluate the significance of the materials. All findings, procedures and documentation shall be in accordance with Bureau of Indian Affairs and Karuk Tribe requirements.

Mitigation Measure 4. Since the project is located adjacent to homes and the Panamnik Center, dust control is an important mitigation to protect air quality during construction. Dust generated from construction activities will be controlled through watering of disturbed surfaces or placement of other materials approved by the Karuk Tribe to reduce the generation of dust. Dust abatement will be on-going throughout the construction of the project.

Mitigation Measure 5. If construction activities, where trees will be removed, are planned to occur between February 1 and August 1, a nesting bird survey should be constructed prior to construction and tree removal activities to determine if nesting birds are located in the construction area and could be potentially impacted by construction and tree removal activities. Two surveys to determine nesting bird locations, nests and presence of eggs should be conducted 14 days prior to the start of removal of trees and large brush where birds are likely to nest. If active nests are encountered, then species-specific mitigation measures shall be prepared by a qualified biologist in consultation with the US Fish and Wildlife Service for protection of species under the Migratory Bird Treaty Act (MBTA).

ATTACHMENT A -OTHER FEDERAL REQUIREMENTS

1. The work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b) which requires that to the greatest extent feasible: (a) preference and opportunities for training and employment shall be given to Indians; and (b) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. The parties to this Contract shall comply with the provisions of section 7(b) of this Act. In connection with this Contract, the Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians. The Contractor shall include this section 7(b) clause in every subcontract in connection with the Contract, and shall, at the direction of the Owner, take appropriate action pursuant to the subcontract upon a finding by the Owner or the U.S. Department of Housing and Urban Development (HUD) that the subcontractor has violated this section 7(b) clause of this Act. Furthermore, to the greatest extent feasible preference in the award of contracts and subcontracts shall be given to low income locals in accordance with section 3 of the Housing and Urban Development Act of 1968 but not in derogation of compliance with section 7(b). The section 3 requirements however apply only to projects or activities that exceed \$200,000.
2. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000).

3. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) (All contracts and sub grants for construction or repair).
4. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5) (Construction contracts in excess of \$2,000 when required by Federal grant program legislation).
5. Compliance with Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5) (Construction contracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
6. Access to and retention of records for a period of three (3) years relating to this Project as required by 24 CFR 85.36(j) (10) and (11). Cooperation and provision of all necessary information and documentation as may be required for reporting relating to this project.
7. Affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible (24 CFR 85.36(e); E.O. 11625).
8. No award or subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”.
9. Compliance with the provisions of the Hatch Act (5 U.S.C. 1501-1508) and the Intergovernmental Personnel Act of 1970 as amended by Title VI of Civil Service Reform Act (Pub. L. 95-454 Section 4728) prohibiting use of federally appropriated funds for influencing or attempting to influence the award of any federal monies and to make such reports and disclosures as are required there under. The signing of the contract in which this Attachment is referenced is a certification of agreed compliance.
10. Prohibition against personal or financial interest in or benefit from this contract obtained by certain affiliates, associates, board members or employees of Owner or its grantees, either from themselves or their families or business associates, during their tenure or for one year thereafter.
11. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and implementing regulations at 24 CFR 570.608, as well as compliance with the requirements regarding asbestos of 40 CFR Part 61 and 40 CFR Part 763, as well as 29 CFR 1910.1001 and 1926.58.
12. Except as Indian Preference requirements and the provisions of the Native American Housing Assistance and Self-Determination Act (NAHASDA), 25 U.S.C. 1401, et seq. may supersede, compliance with prohibitions against discrimination as provided by Title VI of the Civil Rights Act of 1976 (Pub. L. 88-352) and related HUD regulations, Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146, Section 504 of the Rehabilitation Act of 1973, as amended, 24 CFR Part 8, title VIII of the Civil Rights Act of 1968; 25 U.S.C. 1301-1303.
13. In part because of agreements regarding the monies utilized to fund this contract and federal requirements, the Owner and HUD have reserved certain rights to licenses and copyrights regarding work developed or purchases made relating to said funds.

Appendix A
(Insert Local Soils Investigation and Report)
(TO BE COMPLETED PRIOR TO
CONSTRUCTION)-