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**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

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## **Request For Proposals** **17-RFP-003**

### **Karuk Tribe** **Family Services Center**

Notice is hereby given that the Karuk Tribe (KT) is accepting sealed bids in response to this Solicitation for Requests for Proposals (RFP) for design and construction of a new single story metal or wood framed family services center building located at 64105 Hillside Road located in the community of Happy Camp, Siskiyou, California.

Only those bidders who attend the mandatory pre-bid conference and receive a complete RFP solicitation package will be considered registered bidders. The Karuk Tribe 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.

A mandatory pre-bid conference will be held on Monday, November 14<sup>th</sup>, 2016, at 10:00 a.m. located at the Karuk Tribe Senior Nutrition Center, located at 64101 Second Avenue, Happy Camp, CA 96039. Bidders shall inspect the site where services are 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 **Wednesday, December 14<sup>th</sup>, 2016 by 4:00 p.m. (Pacific Standard 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 IV.**

The Construction Manager for this project is Fred Burcell who can be reached at (530) 493-1600, extension 2050. The Contract Manager for this project is Emma Lee Perez who can be reached at (530) 493-1600, extension 2017, emmaleeperez@karuk.us.

**BID SCHEDULE INSTRUCTIONS:** The Contractor shall provide prices for each schedule. It is intended that an award will be made for Schedule A OR Schedule B 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**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>TOTAL</b>
<b>1</b>	<u>Design of Family Services Center:</u> Includes all items for the design described in this solicitation with the floor elevation at grade. This bid line item excludes Schedule B	<b>LS</b>	
<b>2</b>	<u>Construction of Family Services Center:</u> Includes all items for the construction described in this solicitation with the floor elevation at grade. This bid line item excludes Schedule B	<b>LS</b>	
<b>3</b>	<u>Allowance for Cultural Monitoring (80 hours):</u>		\$3,539.00
<b>TOTAL</b>			

**II. SCHEDULE B – FLOOR ELEVATION ABOVE GRADE**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>TOTAL</b>
<b>1</b>	<u>Design of Family Services Center:</u> Includes all items for the design described in this solicitation with the floor elevation above grade. This bid line item excludes Schedule A	<b>LS</b>	
<b>2</b>	<u>Construction of Family Services Center:</u> Includes all items for the construction described in this solicitation with the floor elevation above grade. This bid line item excludes Schedule A	<b>LS</b>	
<b>3</b>	<u>Allowance for Cultural Monitoring (80 hours):</u>		\$3,539.00
<b>TOTAL</b>			

### **III. STATEMENT OF WORK:**

The Contractor shall furnish all labor, material, equipment, and services required for building permits, environmental assessment, design, construction, inspection and commissioning of a new family services center located in Happy Camp, CA. The estimated building footprint is 4,680 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 fifteen (15) employees in performance of their normal duties Monday through Friday during business hours. Client and staff data will be provided by KT for use during the design process.

The new family services center building shall be designed and constructed to house the following:

- (1) 1 Client Waiting Area (192 sf)
- (2) 2 Bathrooms (48 sf each)
- (3) 1 Reception Room/File Room (156)
- (4) 1 Intake Office (192 sf)
- (5) 5 Offices (144 sf each)
- (6) 1 Bathroom/Shower Facility (72 sf)
- (7) 1 Office (120 sf)
- (8) 2 Employee Restrooms (96 sf each)
- (9) 4 Offices (132 sf each)
- (10) 1 Office (120 sf, not included in draft floor plan)
- (11) 1 IT/Telecom Room (64sf)
- (12) 1 Storage Room (80sf)
- (13) 1 Multipurpose Conference Room (288 sf)
- (14) 1 Custodial Closet (96 sf)
- (15) 1 Conference Room (192 sf)
- (16) 1 Breakroom/Kitchenette (180 sf)
- (22) 1 Equipment Room (48 sf)
- (23) 1 Telemedicine Room (120 sf- no windows, not included in draft floor plan)
- (24) 1 Storage Room (60 sf, not included in draft floor plan)

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. Larger office spaces are intended to accommodate more than one person and in some cases groups of people.

IV. **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 single story family services center building. The combined square footage will be approximately 4,680 sf. ADA and NFPA shall have primacy otherwise CCR 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 1acre 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 of Schedule A or Schedule B. Foundation design and construction shall meet all geotechnical and seismic requirements and adhere to County and California Building codes.
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 County and California Building Codes. This includes electric, gas, water and sewer, 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. **Community Sewer:** The contractor shall coordinate any permits, connection fees, and other associated costs with the local community sewer system necessary for a complete and fully functional building.
6. **Site Improvements:** Improvement features such as fencing, landscaping, street lighting, and parking signage shall be included in this project.
7. **Parking Pavement and Roadway Access:** The design and construction of parking, paving and roadway access shall be included in this project. The existing roadway entrance shall remain open during construction phase.

### C. Architectural

1. **General:** Building exterior architectural elements should be sensitive to local and regional architecture and should complement the nearby buildings. The placement and direction of the facility should plan for future development.
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.
  - ii. **Restroom with shower:** An ADA accessible shower shall be included in the scope of this project.
4. **Reception):** Areas shall be designed to HIPAA confidentiality standards while maintaining work space and customer service functionality.
5. **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.
6. **Building Exterior Lights:** Exterior building lighting, including streets lights shall be included in the scope of this project for the safety and security of clients, visitors, employees and property.
7. **Site Monument:** The design and construction of a site monument shall be included in this project. The monument shall be 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. **Breakroom/Kitchenette Room:** The Breakroom/Kitchenette shall be able to accommodate a refrigerator, sink, oven with exhaust, and microwave.
3. **Future Backup Electrical Power:** The design and construction of building electrical system shall include automatic switch gear and stubout for a future backup power generator. The scope of this project does not include a backup generator.

4. **IT/Security:** Low voltage wiring, including telephone and data connections, will be the responsibility of the owner. However, to support later low voltage installation, the contractor needs to provide the following items:
  - i. Every office, conference room, breakroom, the lobby and the reception area need to have two (2) standard electrical boxes each designated for later data use. The two boxes must be on different walls of each of the above rooms. From each data box, a 1" conduit must run from the data box on one end and stubbed out in the IT/server room on the other end. If the attic or ceiling crawl space is sufficiently large (at least 3' tall) conduits may be stubbed out in the attic instead of run to the IT/server room. Each conduit needs to avoid sharp 90 degree elbow bends. Each conduit needs a pull string left in it.
  - ii. The owner intends to install 5 security cameras on the exterior of the building. To support these security cameras, 5 exterior rated electrical boxes need to be placed at specific locations around the building. Each exterior box needs to have a 1/2" conduit run from the box on one end and stuffed out in the IT/server room on the other end. If the attic or ceiling crawl space is sufficiently large (at least 3' tall) conduits may be stubbed out in the attic instead of run to the IT/server room. All 5 exterior boxes need to be placed 1' below the eaves of the building. On the side of the building facing the parking lot, one exterior box needs to be placed with 2' of each corner of the building. For the other 3 sides of the building, one electrical box needs to be placed within 2' of either corner of the building. Each conduit needs to avoid sharp 90 degree elbow bends. Each conduit needs a pull string left in it

**E. Mechanical**

1. **General:** The building mechanical systems shall meet minimum building requirements-, County and California 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. Family services 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 not include an automatic fire suppression system (ie sprinkler system).

**H. Cultural Monitoring:** Contractor shall notify the Tribe's Construction Representative at least 48 hours prior to scheduled ground disturbance activities to coordinate the required Construction Monitoring activities. An allowance of \$3,539 has been included in Schedules A and B under the bid schedule instructions. This amount is to be added to all bids.

## V. 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 DWG format, and all referenced images, files etc.
4. The Contractor shall prepare and submit complete construction documents for review and approval by the Karuk Tribe in accordance with standard professional practice, prevailing codes, and Karuk Tribe'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 in DWG format and 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.
2. **Detailed Construction Estimate:** 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.

## VI. DELIVERABLES:

A. **30% Schematic Design Submittal:** Due 40 calendar 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 calendar 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 calendar 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 calendar 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 calendar 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 California Code of Regulations (CCR) 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 Siskiyou 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 the Karuk Tribe Workforce Protection Act. Refer to <http://www.karuk.us/index.php/departments/tero> for more information regarding the Karuk Tribe Workforce Protection 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. An amount equal to 2% (one percent) of this 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. Refer the required Karuk Compliance Plan in Attachment B.

### **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. 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 Workmans Compensation and General Liability Insurance to the Tribe's Contracting Officer.

#### **IV. 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, permitting, 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.

## **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.

# Attachment B- Karuk Compliance Plan

## TRIBAL EMPLOYMENT RIGHTS OFFICE COMPLIANCE PLAN FOR BIDDERS

Bidder/Employer Name: \_\_\_\_\_

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

City, State and Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Bid Amount: \$\_\_\_\_\_ TERO Fee (2%): \$\_\_\_\_\_

**THIS IS AN AGREEMENT BETWEEN THE KARUK TRIBE'S TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) AND \_\_\_\_\_, HEREINAFTER KNOWN AS "EMPLOYER" CONDUCTING COMMERCE AND EMPLOYMENT ACTIVITY WITHIN THE ANCESTRAL TERRITORY OF THE KARUK TRIBE.**

- Employer shall provide the completed compliance plan with the submission of bid.
- Upon notification of the award, Employer shall contact the TERO Office within ten (10) days prior to any work to be performed.
- Employer shall contact the TERO Office and Contract/Project Manager immediately, in writing, advising of any contract or sub-contractor changes to obtain approval prior to working on the job site.
- Employer understands and agrees to comply with the requirements and procedures in the selection of contractors, sub-contractors, employees and recruitment of viable Indian applicants in accordance with the Karuk Tribe's Employment Rights Ordinance and the Karuk Tribe's Workforce Protection Act (WPA).

By signing below the Employer certifies the position information is true and correct and there have been no omissions in the completion of the labor force projections. Falsification of the information provided will result in sanctions, penalties, fines and/or debarment with the Karuk Tribe.

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Employer Signature

Date

**PRE-AWARD LABOR FORCE PROJECTION**

**Core Crew:** Is defined as a member of a business, Contractor or Subcontractor’s crew who is a regular employee and is in a supervisory or other key position such that the employer would face a serious financial loss if that position were filled by a person who had not previously worked for that employer.

**All other positions** will be filled by the TERO office unless sufficient justification can be made that they are not replaceable for the work that is to be done or unless TERO does not have an individual to refer.

List Core Crew (Full Name):	Job Title/ Years w/Company/Justification:

**List Native American Contractors/Sub-contractors to be hired for this Project:**

Contractor/Sub-contractor Contact Person, Phone # and E-mail:	Work to be Performed:



**List Non-Native Contractor/Sub-contractors to be hired for this Project:**

Contractor/Sub-contractor Contact Person, Phone # and E-mail:	Work to be Performed:

**Open Positions:** Employer agrees to hire 100% of all its open positions/Sub-contractors for this project through the TERO Skills Bank. If Employer is unable to hire 100% then company representatives will need to meet with the TERO Director. Failure to comply with this hiring requirement will result in sanctions and/or penalties.

Job Title/Sub-contractor Needed:	Skills Required:

Number of positions to be filled for this project: \_\_\_\_\_

Contact person/info for job referrals: \_\_\_\_\_

Date TERO referrals needed: \_\_\_\_\_ Job start date: \_\_\_\_\_

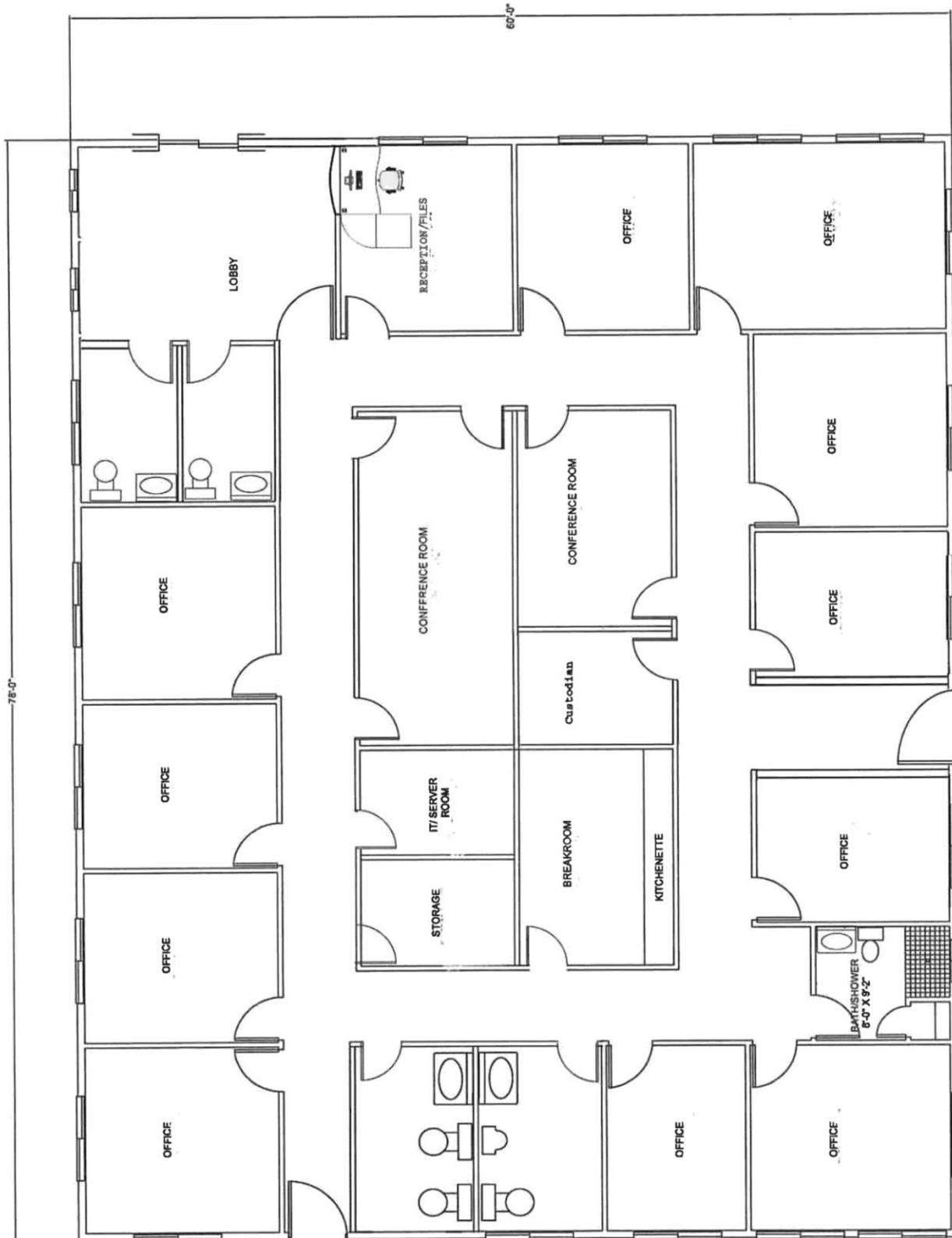
**For Internal Use Only:**

Contract Number #: \_\_\_\_\_ Project Manager: \_\_\_\_\_

TERO Office Approval \_\_\_\_\_ Date: \_\_\_\_\_

**Comments:**

# Appendix A



# Karuk Family Services Center Draft Conceptual Site Design

