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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

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**Karuk Dental Clinic**

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

**Invitation for Bids****13-IFB-001****Klamath River Inn & RV Park Restrooms, Showers and Laundry Facility**

Notice is hereby given the Karuk Tribe is hereby accepting sealed bids in response to this Invitation for Bids (IFB) for the design and construction of a new single story restroom, shower and laundry facility located at 110 Nugget Street, Happy Camp, California 96039 in Siskiyou County.

A mandatory pre-bid conference and site visit shall be held on **Friday, April 12, 2013, 10:00 a.m.**, at the Karuk Tribe Administration Office, 64236 Second Avenue, Happy Camp, CA. During the site visit, potential contractors 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. In no event will failure to inspect the site constitute grounds for withdrawal of a bid after opening nor constitute grounds for a claim after contract award. The Karuk Tribe shall not be responsible for the accuracy or completeness of documents obtained through any other means other than registering as a bidder at the pre-bid conference.

All bid forms identified in Section II, Information For Bidders and contract template shall be provided **ONLY** to contractors who attend the mandatory pre-bid conference. Each proposal must be submitted on the prescribed forms and accompanied by a certified check or Bid Bond in an amount of not less than 10 percent of the amount of bid. Successful bidders will be required to furnish both a Payment Bond and Performance Bond in the full amount of the Contract Price.

Competitive sealed bids for the specified project shall be received by the Karuk Tribe's Administration Office, 64236 Second Avenue, Happy Camp, California 96039 until April 26, 2013, no later than 3:00 p.m. (Pacific Standard Time). Bids received by the correct time and date shall be publically recorded. The Karuk Tribe takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendment(s) with the solicitation response may be grounds for deeming submittal non-responsive.

Bids must be in the actual possession of the Karuk Tribe's Administration Office at the location on or prior to the exact time and date indicated in the above paragraph. Late bids shall not be considered. The official prevailing clock is located in the Karuk Tribe's Administration Office.

**I. IFB KEY INFORMATION SUMMARY**

IFB NUMBER: 13-IFB-001

IFB DUE DATE/TIME: APRIL 26, 2013, no later than 3:00 P.M. (PST)

BID OPENING: APRIL 26, 2012, at 3:15 P.M. (PST)

MANDATORY PRE-BID: APRIL 12, 2012, at 3:15 P.M. (PST)

SUBMITTAL LOCATION: Karuk Tribe – Administration Office  
64236 Second Avenue  
Happy Camp, California 960398

*Note: Happy Camp is located in a remote area that requires additional time for mail and package delivery. Bids will not be accepted via by fax or electronic mail.*

DIRECT WRITTEN QUESTIONS TO:

Tiffany Ashworth  
Director of Administrative Programs and Compliance  
(530) 493-1600, extension 2017  
[tashworth@karuk.us](mailto:tashworth@karuk.us)

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## II. INFORMATION FOR BIDDERS

### A. BID SUBMITTALS AND CONDITIONS

Bids will be received by the Karuk Tribe (herein called the "Owner"), until the time listed in the Advertisement of Invitation for Bids; and then at said office publicly opened and read aloud.

FAXED ELECTRONICALLY MAILED BIDS WILL NOT BE ACCEPTED.

The following documents constitute a complete bid and are required to be submitted to form a responsive bid:

- i. Bid Checklist
- ii. Form of Bid
- iii. Bid Bond
- iv. Contractor's Questionnaire
- v. Non-Collusive Affidavit
- vi. Statement of Qualifications for Indian Preference (if claimed)
- vii. TERO Compliance Plan

#### 1. **Hand Delivery Submittal:**

Each bid submitted by hand delivery must be submitted in a sealed envelope, addressed to:

Tiffany S. Ashworth, Director of Administrative Programs and Compliance  
Karuk Tribe Administrative Office  
64236 Second Avenue  
P.O. Box 1016  
Happy Camp, California 96039

Each sealed envelope containing a bid must be plainly marked on the outside as:

**BID FOR KLAMATH RIVER INN & RV PARK RESTROOMS, SHOWERS AND LAUNDRY FACILITY – 13-IFB-001**

The envelope should bear on the outside the name of the bidder and bidder's address.

#### 2. **Mail Delivery Submittal:**

Each bid forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to:

Tiffany S. Ashworth, Director of Administrative Programs and Compliance  
Karuk Tribe Administrative Office  
64236 Second Avenue  
P.O. Box 1016  
Happy Camp, California 96039

Each sealed bid within the mailing envelope must be plainly marked on the outside as:

**BID FOR KLAMATH RIVER INN & RV PARK RESTROOMS, SHOWERS AND LAUNDRY FACILITY – 13-IFB-001**

The envelope should bear on the outside the name of the bidder and bidder's address.

**3. Bids Received After the Deadline:**

Bids received after the date and time specified for opening will not be considered. If forwarded by mail, the bid must be received by the date and time of opening, as postmarks are not acceptable. Any bids received after the time and date of opening resulting from untimely delay due to the mail system or other methods of conveyance will not be considered.

The bidder is solely responsible for timely delivery of his bid.

**4. Bids Received Before the Deadline:**

Bids received prior to the time of opening will be securely kept, unopened. The official who is to open the bids will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to office personnel for the premature opening of a bid not properly addressed and identified. Telegraphic bids or modifications will not be considered.

**5. Withdrawal of Bids:**

Any BIDS may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof.

**6. Bid Completion:**

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. A conditional or qualified BID will not be accepted. BIDDERS may copy the required pages from the Project Manual, and prepare their bid on those copies, in lieu of submitting the entire Project Manual. Each signature page must bear an original signature, whether within or separate from the project Manual.

**7. Wage Rate:**

The Contractor must comply with the Karuk Tribe's Tribal Wage Rates in accordance with the provisions of the Karuk Tribe's Wage Rate Ordinance.

**8. After Submittal of Bids:**

After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. No BIDDER may withdraw a BID within 60 (sixty) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the

specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

**B. BID REVIEW AND AWARD**

The OWNER may waive any informalities or minor defects or reject any and all BIDS.

Award will be made to the lowest responsive, responsible BIDDER with due consideration for Indian Preference.

**C. BIDDING INFORMATION**

The OWNER shall provide to BIDDERS prior to BIDDING:

- i. A package containing the BID and CONTRACT DOCUMENTS necessary to construct the project.
- ii. All information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the BID Schedule by examining the site and reviewing the drawings and specifications including ADDENDA. The failure or omission to do this shall in no way relieve any BIDDER from any obligation in respect to his BID.

Questions regarding the Plans and Specifications shall be submitted in writing to Karuk Tribe, 64236 Second Avenue, Happy Camp, California 96039. Requests for clarification must be received at least five (5) working days prior to the bid opening date. Replies to such inquiries will be in the form of addendum or clarification that will be mailed to all plan holders.

Requests for clarification regarding various portions of the Plans may also be directed to:

Tiffany S. Ashworth, Director of Administrative Programs and Compliance  
E-mail: [tashworth@karuk.us](mailto:tashworth@karuk.us)  
Telephone: (530) 493-1600, extension 2017

**D. QUESTIONNAIRE AND FINANCIAL STATEMENT FORM**

BIDDERS must fill out, sign and submit this form as part of the proposal. BIDDERS must also, if required, present additional satisfactory evidence that they are fully prepared with the necessary experience, capital, machinery and materials to furnish the articles called for and to conduct the work as required by the drawings and specifications.



**E. NON-COLLUSIVE AFFIDAVIT**

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided by the Owner, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

**F. BONDING REQUIREMENTS**

BID, PERFORMANCE, and PAYMENT BONDS will be required for this project.

BID BONDS totaling 10 percent (10%) of the total bid and payable to the OWNER shall accompany any BID. A certified check may be used in lieu of a BID BOND. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the AGREEMENT is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT and PERFORMANCE BONDS have been executed and approved, after which it will be returned.

PERFORMANCE and PAYMENT BONDS, each totaling 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, shall be provided to the OWNER when the AGREEMENT is executed.

Attorneys-in-fact who sign BID, PAYMENT and PERFORMANCE BONDS must file with each bond a certified and effective dated copy of their power of attorney.

The Contractor shall within five (5) days after the receipt of a Notice of Award furnish the Karuk 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 (10) 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.

## **G. INSURANCE REQUIREMENTS**

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.

## **H. INDIAN PREFERENCE**

This Invitation for Bid is open to all qualified, responsive bidders. Indian Preference will apply in the selection process in accordance with the Karuk Tribe's Tribal Employment Rights Ordinance (TERO) and/or Native American Housing and Self Determination Act (NAHASDA)/Housing and Urban Development (HUD) projects on or near the Karuk Ancestral Territory.

A Compliance Plan describing how Indian Preference will be applied must accompany the proposal. The Compliance Plan is available by contacting the Karuk Tribe's TERO Office at: (530) 493-1600, extension 2030.

Indian owned businesses must provide certification from their Tribe of origin. Indian owned businesses not certified by their Tribe of origin must complete a Statement of Qualifications available by contacting the Karuk Tribe's TERO Office at: (530) 493-1600, extension 2030.

## **I. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)**

The Karuk Tribe assesses a TERO (Tribal Employment Rights Ordinance) fee of two percent (2%) of the total contract amount that exceed \$2,500.00 on or near the Karuk Ancestral Territory. Additional information for the TERO fee can be obtained by contacting the Karuk Tribe's TERO Office at: (530) 493-1600, extension 2030.

## **J. TRIBAL SALES TAX**

The Karuk Tribe assesses a Tribal Sales Tax of six percent (6%) will be paid for all materials purchased in conjunction with this project.

Contractor shall apply for and receive a California seller's permit (a/k/a State Board of Equalization resale number) prior to the commencement of work under this contract. The requirement for the seller's permit is to allow the Contractor to obtain materials and fixtures from the supplier without paying tax. The Contractor may then resell the materials and fixtures to the Owner on Karuk Tribal Lands before installation. Nothing herein shall allow the Contractor to charge more than the actual price/value of the materials and fixtures provided.

Title to the materials and fixtures transfers to the Owner (Karuk Tribe) on the Karuk Tribal Lands and prior to the installation of the materials by Contractor.

## **K. NOTICE OF AWARD**

The OWNER may make such investigations, as he deems necessary to determine the ability of the BIDDER to perform the WORK. BIDDERS shall be prepared to furnish such information and data for this purpose at the OWNER's request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such

BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The successful BIDDER will be required to execute an AGREEMENT and obtain the PERFORMANCE and PAYMENT BOND, if required, within ten calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case any BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten days of receipt of the AGREEMENT and any required PERFORMANCE and PAYMENT BONDS signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

#### **L. NOTICE TO PROCEED**

The OWNER will issue the NOTICE TO PROCEED by **May 30, 2013**, or on a date mutually agreed upon by the Owner and Contractor. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within above referenced period of time, or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

### **III. OTHER REQUIREMENTS**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

The successful BIDDER shall abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the GENERAL CONDITIONS.

The successful BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS to the OWNER within ten days of receipt of NOTICE TO PROCEED.

The successful BIDDER shall supply submittals information in accordance with the submittals section of the contract documents.

### **IV. 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 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).
4. 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.
5. 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).
6. 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".
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.

The Contractor shall review in detail these additional requirements and sign indicating understanding and acknowledgment.

## **V. CULTURAL MONITORING**

BIDDER shall include as part of his bid the costs for cultural monitoring to observe all excavation and backfill on the project.

The Karuk Tribe will hire a trained Cultural Monitor, who will be paid through the Karuk Tribe payroll system and will be an employee of the Karuk Tribe. BIDDER shall include in the base bid one thousand eight hundred dollars and zero cents (\$1,800.00) for Cultural Monitoring to be billed to BIDDER. Compensation for cultural monitoring will be based on actual hours worked. Variances in this allowance will be adjusted by change order during this project if necessary.

## **VI. BACKGROUND**

Since receiving the recognition by the federal government in 1979, the Karuk Tribe has become the second largest Tribe in California in terms of enrollment. As a modern governmental entity, the Tribe functions as a cohesive body focused on the health and well-being of Tribal members and on the quality of life in local communities.

In 2010, the Karuk Tribe purchased the Klamath River Inn & RV Park with the intent in continuing and enhancing the RV Park as a destination stop for tourists driving through the Happy Camp area. The RV Park has 31 RV designated spaces and at least 30 tent camping spots.

The existing restroom/shower facility is located on the southwest part of the former Klamath River Inn. In order to attain the desire of being a viable and competitive RV Park along the Klamath River, the Karuk Tribe wishes to construct a new facility with modern restrooms and showers and incorporate laundry room with energy efficient washers and dryers.

## **VII. STATEMENT OF WORK**

The Contractor shall furnish all labor, material, equipment, and services required for the design, construction, inspection, and commissioning of a new restroom, showers and laundry facility in Happy Camp, California.

The conceptual design includes men's restrooms/showers, women's restrooms/showers on each end of the building and a laundry room in the middle. The square footage of the facility shall be determined through the bid process and will include the covered porch on the front and rear of the facility.

The men's and women's restrooms/showers shall each contain:

- Water efficient toilets
- Water efficient urinals (men's only)
- Showers (coin-operated)
- Sinks
- Counter/Vanity with Mirror
- Diaper Changing Station
- Janitors Closet
- Restroom/Shower amenities, such as soap dispensers, hand dryers, towel hooks, etc.

The laundry facility shall contain:

- Commercial coin/card operated washers
- Commercial coin/card operated dryers
- Folding table
- Change machine
- Laundry soap dispensing machine
- Janitors Closet
- Private laundry closet for stackable washer/dryer

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.

## **VIII. 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 restroom/shower and laundry facility located at 110 Nugget Street, Happy Camp, California 96039 in Siskiyou County. The square footage of the facility shall be determined through the bid process and will include the covered porch on the front and rear of the facility.

Americans with Disabilities Act (ADA) and National Fire Protection Association (NFPA) shall have primacy otherwise State of California Code of Regulations (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 the designated construction area without prior written approval by

Karuk Tribe. 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 slab above grade. Foundation design and construction shall meet all geotechnical and seismic requirements and related local, county, state or federal regulations, whichever is the more stringent.

Foundation shall include appropriate sized drainage for flooding and spray down of interior.

Bidder shall include and be responsible for obtaining appropriate permits within Siskiyou County for construction and shall meet all County building/inspection requirements.

**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.

Concrete sidewalks, ramps, curbs and related accessibility shall be kept to a minimum to fit an outdoor community aesthetic.

**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 Uniform 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:

a) 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 the Karuk Tribe shall be used for reference purposes only.

b) 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 heating, ventilation and air

conditioning (HVAC) systems. The LPG storage tank shall be sized to support normal operations as well as adequate storage capacity for backup generator operation.

c) **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.

d) **Wastewater:**

Bidder shall coordinate with local sanitization district to determine on-site wastewater capacity and potential needed upgrades. 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.

e) **Site Improvements:**

Site improvement features such as fencing, landscaping, street lighting, and parking signage are not included in this project.

f) **Parking Pavement and Roadway Access:**

Parking paving and roadway access is not 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.

Reference design and submittal requirements for licensure requirements.

### **2. Roofing:**

Roofing exterior architectural elements should be sensitive to local and regional architecture.

Roof shall at minimum consist of asphalt composition shingles. Metal roofing materials matching the Park Model unit or the Karuk Tribe's Administration Office roof shall be included in the scope of the project as an optional upgrade.

### **3. Interior/Exterior Finishes:**

The design and construction of both interior and exterior finishes shall be included in the scope of this project.

Exterior siding shall at a minimum consist of engineered wood (lap panels) in vertical placement. HardiePanel<sup>®</sup> vertical siding materials included in the scope of the project as an additional upgrade.

Gutters and downspouts shall be included in the scope of the project.



**4. Fixtures:**

The design and installation of fixtures shall be of commercial grade and shall be included in the scope of this project. Examples include plumbing fixtures, toilets, sinks, hand dryers and lighting systems.

The following shall be included in the scope of the project as an additional optional upgrade.

- Infrared sensor fixtures, toilets, soap dispensers, etc.
  - Shall be itemized.
- Timed heat lamps.
- Timed lighting.
- Sky Lighting.

Showers shall be coin-operated.

Washers and dryers shall be commercial grade and coin-operated. Credit card readers shall be included as an optional upgrade.

Hot water heater placement and capacity shall be determined by Contractor to ensure continuous supply of hot water during high capacity seasons. Hot water heaters shall be efficient and properly insulated.

Additional stub-out faucet for interior hose hook-up shall be located in each Janitors Closet.

**5. Case Work:**

The design and installation of permanent casework/cabinetry/counters in the restrooms and laundry room shall be included in the scope of this project. Surfaces shall be non-porous and appropriate for use in restroom/shower/laundry setting for safety and infection control, including resistance to damage from vandalism.

Restroom and shower stalls shall be included in the scope of the project.

**6. Entrances:**

Entrances shall have commercial grade code entry and self closing hardware. “Fob/Card reader” entry with manual bypass shall be included in the scope of the project as an optional upgrade.

**7. Interior Signage:**

The design and installation of interior room signage is not included in this project.

**8. 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.

Energy efficient sensor lighting shall be included in the scope of the project as an optional upgrade.

## **D. ELECTRICAL**

### **1. General:**

The building electrical distribution system and main service entrance shall meet minimum commercial restroom/shower/laundry requirements and based on functionality and efficient operation.

### **2. Future Backup Electrical Power:**

The design and construction of building electrical system shall include automatic switch gear and stub out for a future backup power generator. The scope of this project does not include a backup generator. This shall be included as an optional upgrade.

## **E. MECHANICAL**

### **1. General:**

The building mechanical systems shall meet minimum commercial restroom/shower/laundry requirements, Uniform 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. Restroom/shower/laundry design and construction requirements and considerations shall include:

a) **Equipment Efficiency:**

If possible, equipment shall have Energy Star or Federal Energy Management Program (FEMP) designation.

b) **Thermostat Controls:**

The thermostat controls shall include seven (7) day programming and shall be located in the Janitors Closets.

## **F. LIFE SAFETY**

All applicable National Fire Protection Association (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 (i.e. sprinkler system).

## **G. OTHER SAFETY RELATED ITEMS**

The design and construction of plumbed emergency eyewash stations in accordance with Occupational Safety and Health Administration (OSHA) and American National Standards Institute (ANSI) requirements shall be included in this project.

## **IX. INSTRUCTIONS TO BIDDERS**

### **A. GENERAL REQUIREMENTS**

#### **1. 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 set 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 Karuk Tribe in accordance with standard professional practice, prevailing codes, and Karuk Tribe's IFB.

### **B. PROFESSIONAL LICENSING**

BIDDERS shall have a current/valid Contractors License appropriate for the nature of work to be performed. Bonafide BIDDERS (Licensed and Bonded in accordance with current California State Contractor's Law) shall have a License Class A.

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. The Karuk Tribe 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 the Karuk Tribe in 2009 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 SUBMITTALS**

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 the Karuk Tribe.

#### **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 the Karuk Tribe, 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 basis 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.

**X. DELIVERABLES:**

**A. 30% Schematic Design Submittal:**

Due 15 days after Notice to Proceed (5 days for review by the Karuk Tribe).

- a. 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.
- b. Site visit(s) for field investigation and meet with functional area users & technical staff.
- c. Initial conceptual design.

**B. 70% Design Development Submittal:**

Due 10 days after 30% submittal review (5 days for review by the Karuk Tribe).

- a. Prepare drawings and specifications in preparation for full contract drawings and specification for the approved design based on schematic design.
- b. Provide preliminary cost estimate for project construction.
- c. Response to the Karuk Tribe's 30% review comments, if applicable.

**C. 100% Construction Documents Submittal:**

Due 10 days after 70% submittal review (5 days for review by the Karuk Tribe).

- a. Prepare contract drawings and specifications. The intent is to provide a complete set of construction documents for the project.
- b. Response to the Karuk Tribe's 70% review comments, if applicable.
- c. Provide detailed cost estimate for project construction.

**D. Project construction: 55 days**

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.

- a. Record Drawings and commissioning reports: Two complete sets of Record Drawings due 30 days after final inspection.
- b. Project Total duration: 90 days from Notice To Proceed (this does not include the Record Drawings and commissioning reports).

**XI. APPLICABLE CODES:**

National Fire Protection Association (NFPA) and Americans with Disabilities Act (ADA) shall have primacy otherwise State of 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.

**XII. BID SCHEDULE/PRICE PAGE:**

The Contractor shall provide prices for bid schedule as it is intended that an award will be made based on bid evaluations, available funding, and if award is in the best interest of the Karuk Tribe.

**KARUK TRIBE  
 KLAMATH RIVER INN & RV PARK  
 RESTROOMS, SHOWERS, AND LAUNDRY FACILITY  
 SUMMARY PRICE PAGE FOR  
 FLOOR ELEVATION AT GRADE  
 FOR STICK BUILT CONSTRUCTION**

|    | <b>DESCRIPTION</b>   | <b>QUANTITY</b> | <b>PRICE</b> | <b>ITEM TOTAL</b> |
|----|--|-----------------|--------------|-------------------|
| 1  | Design Development/ Engineering Fees                             |                 |              |                   |
| 2  | Mobilization   |                 |              |                   |
| 3  | Bonding  |                 |              |                   |
| 4  | Permit Fees (Siskiyou County)                                    |                 |              |                   |
| 5  | Site Work Prep. Footing and Foundation, rough and finish grading |                 |              |                   |
| 6  | Utilities Excavation and Prep                                    |                 |              |                   |
| 7  | Concrete and Masonry   |                 |              |                   |
| 8  | Building Construction  |                 |              |                   |
| 9  | Utilities Connections  |                 |              |                   |
| 10 | Cultural Monitoring  |                 |              |                   |
| 11 | TERO Tax 6%  |                 |              |                   |
| 12 | TERO Fee 2%  |                 |              |                   |
|    | <b>TOTAL BID AMOUNT</b>  |                 |              |                   |

### **XIII. 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%                                 |
| 70% Design Submission        | 30%                                 |
| 100% 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.

### **XIV. 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 (UP TO 25 POINTS)**

Past experience over past 5 years 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 (UP TO 50 POINTS)**

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 (UP TO 15 POINTS)**

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 (UP TO 10 POINTS)**

Description including narrative that addresses the coordination and scheduling of design and construction with team members and Karuk Tribe 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, pre-final inspection, and final inspection.

**E. INDIAN PREFERENCE – BONUS (UP TO 10 POINTS)**

This Request for Proposal is open to all qualified, responsive bidders. Indian Preference will apply in the selection process in accordance with the Karuk Tribe’s Tribal Employment Rights Ordinance (TERO) and/or Native American Housing and Self Determination Act (NAHASA)/Housing and Urban Development (HUD) projects on or near the Karuk Ancestral Territory.

A Compliance Plan describing how Indian Preference will be applied must accompany the proposal. The Compliance Plan is available by contacting the Karuk Tribe’s TERO Office at: (530) 493-1600, extension 2030.

Indian owned businesses must provide certification from their Tribe of origin. Indian owned businesses not certified by their Tribe of origin must complete a Statement of Qualifications available by contacting the Karuk Tribe’s TERO Office at: (530) 493-1600, extension 2030..

**F. TRAINING/APPRENTICESHIP – BONUS (UP TO 10 POINTS)**

Respondents who include training, apprenticeship or job shadowing opportunities for tribal members in their bid will receive additional points in the scoring process.



# XV. APPENDIX A – CONCEPTUAL FLOOR PLAN

