



REQUEST FOR PROPOSAL

Yi gu.aa xáx x'wán Permanent Supportive Housing Project

August 2023

Prepared By:

Cook Inlet Housing Authority
3510 Spenard Road
Anchorage, Alaska 99503

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SPECIFIED DATES

Description	Date and Time	Location
1. RFP Packets Available	August 29, 2023, 2:00 p.m. AK time	CIHA's website
2. Last day for questions	September 12, 2023, 2:00 p.m. AK time	via email
3. Proposal Due	September 19, 2023, 2:00 p.m. AK time	via mail or email

REQUEST FOR PROPOSAL

On behalf of Ketchikan Indian Community (KIC), Cook Inlet Housing Authority will accept proposals from responsive and responsible General Contractors for KIC's Permanent Supportive Housing Project located in Ketchikan, Alaska.

Contractor shall provide CM/GC pre-construction services to the Owner in order to complete the design to satisfy programming requirements and project budget. Contractor will construct the project provided Owner and Contractor can mutually agree on a construction cost for the completed design. Construction scope includes a new approximately 20-unit, 17,000 sf, three-story housing building that will provide permanent supportive services for chronically homeless elders and single individuals. The approximate construction cost is estimated to be \$8.5 million. Support space includes resident storage, mechanical, trash/recycle, kitchen/storage, reception, intake, laundry, administrative, and other gathering spaces on the first floor. Scope also includes all associated civil work.

RFP documents will be available on CIHA's website, linked below.

Specified dates:

- | | | |
|---------------------------|---------------------------------------|-------------------|
| 1. RFP Packets Available | August 29, 2023, 2:00 p.m. AK time | CIHA's website |
| 2. Last day for questions | September 12, 2023, 2:00 p.m. AK time | via email |
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Preference will be given to Small-, Minority- and Women-owned businesses and Section 3 businesses. Small-, Minority- and Women-owned, and Section 3 businesses are encouraged to submit Proposals. Contractors requesting a preference must submit form HUD-5369-A with its proposal.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part

**PERMANENT SUPPORTIVE HOUSING
KETCHIKAN INDIAN COMMUNITY**

**SECTION 001113
ADVERTISEMENT**

60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

This Request for Proposal is not to be construed as a commitment of any kind nor does it commit Owner to pay for any cost incurred in the submission of a proposal or any other incurred costs prior to the execution of a contract.

Published August 29, 2023 through September 19, 2023

at:

<https://www.cookinlethousing.org/opportunities/public-notices/procurement-process/>

REQUEST FOR PROPOSAL

On behalf of Ketchikan Indian Community (KIC), Cook Inlet Housing Authority (CIHA) will accept written proposals from responsive and responsible general contractors to provide CM/GC pre-construction services. The project is located in Ketchikan, Alaska.

Proposals will only be accepted via email or mail.

Proposals must be submitted, clearly marked: “**Attn: Sam Theis, KIC – Permanent Supportive Housing – Do Not Open**”. Proposals received after the deadline will be rejected. Faxed and hand-delivered proposals will not be accepted.

- **Mailed proposals:** Proposals must be RECEIVED at CIHA’s main office, Attention: Sam Theis, 3510 Spenard Road, Anchorage, Alaska 99503 no later than the deadline stated in the Specified Dates (Section 000120) according to the time clock located at CIHA’s front desk.
- **Emailed proposals:** Proposals must be received no later than the deadline stated in the Specified Dates (Section 000120), according to the time and date received by CIHA’s email server. Emailed proposals must be submitted to stheis@cookinlethousing.org.

All proposals must be submitted on forms supplied in this RFP and are subject to all requirements of the RFP documents. All proposals must be regular in every respect and no interlineation, excisions, or special conditions shall be made or included in the Proposal Pricing Form (Section 004113) by the Offeror.

QUESTIONS

KIC will not be bound by any oral interpretations of this RFP. Questions are encouraged, and should be sent in writing via email to Sam Theis by the deadline in the Specified Dates (Section 000120) at the following address: stheis@cookinlethousing.org

No communication is to be directed to any other KIC/CIHA employees or representatives.

SCHEDULE

Pre-construction services are expected to start approximately September 2023 and be completed by February 2024. Assuming all funding is awarded, construction is anticipated to commence in May 2024 and be completed no later than August 2025.

SCOPE OF WORK

Provide pre-construction services to the Owner in order to complete the design to satisfy programming requirements and project budget. Contractor will construct the project provided Owner and Contractor can mutually agree on a construction cost for the completed design. Construction scope includes a new approximately 20-unit, 17,000 sf, three-story residential building that will provide permanent supportive services for chronically homeless elders and single individuals. The approximate construction cost is estimated to be \$8.5 million. Support space includes resident storage, mechanical, trash/recycle, kitchen/storage, reception, intake, laundry, administrative, and other gathering spaces on the first floor. Scope also includes associated civil work.

Additional requirements include Davis-Bacon wages with certified payroll, Section 3 compliance and reporting, MBE/WBE compliance and reporting and 100% performance and payment bonds.

AWARD OF CONTRACT

A contract will be awarded to the team that submits the highest rated proposal which will be graded on the following criteria: (1) Preference (2) Statement of Qualifications and Scope of Services and (3) Pricing.

After proposals are received and evaluated, the highest graded team will be notified. By submitting a proposal, the successful team agrees to work with Ketchikan Indian Community and its consultants during the preconstruction phase to finalize the design documents and establish a firm fixed price. During the preconstruction phase, the team will also be expected to provide input and recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement; installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies. The team will be expected to work closely with Ketchikan Indian Community and its consultants to achieve the best value for the project.

Ketchikan Indian Community will be utilizing the AIA Document A133-2019 as the form of contract and a modified HUD 5370 form for its general conditions.

PERFORMANCE AND PAYMENT BONDS

The Contractor will be required to submit 100% payment and performance bonds for the project prior to execution of a contract for construction, and must submit with its proposal a letter from its Surety evidencing the bidder's ability to obtain this bonding should it be awarded the project. This bonding is a policy requirement and cannot be waived.

PREFERENCE FACTOR

Small/Minority/Women-owned preference in contracting is applicable to this Request for Proposal and any vendor/firm stating a preference must submit a signed HUD 5369-A Certification Form (Section 004546) with their submitted proposal to qualify for a preference; ownership must be a minimum of 51% and be active in the day-to-day control and operation of the business. A total of five (5) points will be awarded for Small-, Minority- and Women-owned, and Section 3 businesses.

The prospective vendor must provide, to the greatest extent feasible, preference in employment and training opportunities created as a result of this Request for Proposal.

SECTION 3 OF THE HOUSING & URBAN DEVELOPMENT ACT OF 1968

Contractor, to the greatest extent feasible, shall provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR Part 135, pursuant to Section 3 of the

HUD Act of 1968. This clause shall be included in every subcontract subject to compliance with regulations in 24 CFR part 135.

GENERAL CONDITIONS TO PROPOSERS

The general rules and conditions which follow apply to this proposal.

REQUEST FOR PROPOSAL (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is NOT a bid. Moreover, any acceptance of a proposal shall NOT result in a binding contract between KIC and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and KIC.

Completeness/Authorization of Proposal: Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal must clearly state the legal name, address, telephone number, and email address of the Proposer. The proposal must be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.

Corrections to Submitted Proposals. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

Collusive Proposing: The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Subletting of Contract: Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of KIC and CIHA, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.

RFP CONDITIONS AND PROVISIONS

- If any Proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, or should Ketchikan Indian Community omit anything from this RFP which is necessary for clear understanding of the work, or should it appear that various instructions are in conflict, the Proposer should contact the Cook Inlet Housing representative listed on the cover page of this document by the deadline for questions.
- Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.
- The format of the Proposer's proposal must be consistent with the format of the specifications listed.

- All participating Proposers, by their proposal submission, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.
- Offerors shall respond with sufficient detail to facilitate the evaluation of all factors included in the Evaluation Criteria. Failure to provide required items may result in the proposal being considered non-responsive. Failure to provide sufficient information for the Evaluation Criteria may result in loss of points.
- The Proposer is responsible for all costs related to the preparation of their Proposal.

PROPOSAL SUBMITTAL REQUIREMENTS:

See Section 004103, Proposer's Checklist.

EVALUATION PROCESS

Proposals received in response to this RFP will be reviewed by an evaluation committee. The committee may, at its discretion, decide to interview one or more of the Proposers.

- The evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the Proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the Proposer. The evaluation process will be based on a 100 point scale. The proposal that accrues the highest point total will be recommended for award subject to the best interests of KIC. Categories have been identified for the evaluation process. Each category will receive a point value within the specified range based on how well the proposal meets or exceeds KIC's requirements.
- Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting KIC requirements, terms and conditions, pricing, and overall responsiveness to the RFP.
- Submission of a proposal implies Proposer's acceptance of the evaluation technique and Proposer recognition that some subjective judgments will be made by the evaluation committee during assignment of points.
- All Proposers who submitted a proposal will be notified in writing of the results after the scoring and subsequent due diligence is completed.
- Any award as a result of this proposal will be contingent upon the execution of an appropriate contract. This RFP and its attachments will form the basis of the Contract Terms and Conditions. **Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany the proposal.** Any exceptions to the Terms and Conditions shall be taken into consideration when evaluating proposals submitted. Ketchikan Indian Community reserves the right to reject any or all of your proposed modifications.

AWARD

Rejection of Proposals: Ketchikan Indian Community reserves the right to accept or reject any or all proposals, and to waive irregularities and technicalities. Ketchikan Indian Community also reserves the right to reject the proposal of any Proposer who has previously failed to perform

properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

Selection: Ketchikan Indian Community desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates the project pricing with Ketchikan Indian Community that is fair and reasonable. Ketchikan Indian Community may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by Ketchikan Indian Community will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Ketchikan Indian Community is not required to accept the proposal with the lowest proposed pricing.

No proposal shall be withdrawn for a period of sixty (60) days subsequent to the deadline date for receipt of proposals without the written consent of Ketchikan Indian Community. In no way does this request for proposal constitute a contract, or obligate Ketchikan Indian Community in any way.

The awarded contractor will be required to submit the following documents prior to final contract award:

- State of Alaska Business License
- State of Alaska General Contractor's License
- Local Contractor's License, if applicable
- Certificate of Insurance
- IRS form W9

DISPUTES

In the event any dispute arises from this RFP, such dispute will be resolved in accordance with KIC's policies and procedures.

INSTRUCTIONS TO OFFERORS

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1. BID PREPARATION AND SUBMISSION

(a) Offerors are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the General Conditions of the Contract for Construction). Failure to do so will be at the Offeror's risk.

(b) All proposal prices must be submitted on the forms provided by Ketchikan Indian Community (referred herein as "KIC"). Offerors shall furnish all the information required by the solicitation. Proposals must be signed and the offeror's name typed or printed on the proposal sheet and each continuation sheet which requires the entry of information by the offeror. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority. (Offerors should retain a copy of their proposal for their records.)

(c) Offerors must submit as part of their proposal a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Offerors."

(d) All proposal documents shall be sealed in an envelope, or other container, which shall be clearly marked with the words "Proposal Documents," the Request for Proposal (RFP) number, any project or other identifying number, the offeror's name, and the date and time for receipt of Proposals.

(e) If this solicitation requires proposing on all items, failure to do so will disqualify the proposal. If proposing on all items is not required, Offerors should insert the words "No Proposal" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate Proposals/Proposals will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, Proposals submitted by ~~email or facsimile~~ (fax) machines or hand-delivered will not be considered.

~~(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the proposal advertisement is provided as an attachment to this solicitation.~~

2. EXPLANATIONS AND INTERPRETATIONS TO PROSPECTIVE OFFERORS

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for proposal opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective offeror concerning this solicitation will be furnished promptly to all other prospective Offerors as a written amendment to the solicitation, if that information is necessary in submitting Proposals, or if the lack of it would be prejudicial to other prospective Offerors.

(b) Any information obtained by, or provided to, a offeror other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. AMENDMENTS TO SOLICITATIONS

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the proposal form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The Owner must receive acknowledgement by the time and at the place specified for receipt of Proposals. Proposals which fail to acknowledge the offeror's receipt of any amendment will result in the rejection of the proposal if the amendment(s) contained information which substantively changed the Owner's requirements.

(c) Amendments will be on file in the offices of the Owner at least 7 days before proposal opening.

4. RESPONSIBILITY OF PROSPECTIVE CONTRACTOR

(a) The Owner will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of an offeror, the Owner will consider such matters as the offeror's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a proposal is considered for award, the offeror may be requested by the Owner to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the offeror to provide such additional information shall render the Offeror nonresponsible and ineligible for award.

5. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF PROPOSALS

(a) Any proposal received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Owner that the late receipt was due solely to mishandling by the Owner after receipt at the Owner; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of Proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a proposal is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late proposal, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, modification, or withdrawal shall be processed as if mailed late.

"Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Owner is the time/date stamp of Owner on the proposal wrapper or other documentary evidence of receipt maintained by the Owner.

(e) The only acceptable evidence to establish the date of mailing of a late proposal, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by an offeror to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Owner will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of Proposals; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the offeror is mailed and postmarked prior to the specified proposal opening time. A proposal may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for opening of Proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal.

6. SERVICE OF PROTEST

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective offeror whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer

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**SECTION 002113
INSTRUCTIONS TO OFFERORS**

by obtaining written and dated acknowledgement from:

Sam Theis, Sr. Manager, Project Manager
Cook Inlet Housing Authority
3510 Spenard Road
Anchorage, Alaska 99503

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the Owner's protest policy and procedures, copies of which are maintained at the Owner.

7. CONTRACT AWARD

(a) The Owner will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to Owner, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Owner may

- (1) reject any or all offers if such action is in Owner's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for Proposals, Owner may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for Proposals, before the offer's specified expiration time, Owner may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by Owner.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. BID GUARANTEE (applicable to construction and equipment contracts exceeding \$25,000)

All Proposals must be accompanied by a negotiable proposal guarantee which shall not be less than five percent (5%) of the amount of the proposal. The proposal guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a proposal

bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the proposal guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the Owner. The proposal guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful offeror as required by the solicitation. Failure to submit a proposal guarantee with the proposal shall result in the rejection of the proposal. Proposal guarantees submitted by unsuccessful Offerors will be returned as soon as practicable after proposal opening.

9. ASSURANCE OF COMPLETION

(a) Unless otherwise provided in State law, the successful offeror shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

- (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;
- (2) separate performance and payment bonds, each for 100 percent of the contract price;
- (3) a 20 percent cash escrow;
- (4) a 25 percent irrevocable letter of credit; or,
- (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

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(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful offeror to obtain the required assurance of completion within the time specified, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall render the offeror ineligible for award. The Owner may then either award the contract to the next lowest responsible offeror or solicit new Proposals. The Owner may retain the ineligible offeror's proposal guarantee.

10. PRECONSTRUCTION CONFERENCE (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful offeror will be required to attend a preconstruction conference with representatives of the Owner and its architect/engineer, and other interested parties convened by the Owner. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The Owner will provide the successful offeror with the date, time, and place of the conference.

**NOTICE TO PROPOSER:
PLEASE REMOVE THIS SECTION FROM THE REST OF THE RFP
AND SUBMIT WITH PROPOSAL**

Proposals should include the appropriate narrative and supporting materials to adequately address the evaluation criteria. Proposals not containing all items listed below may be considered non-responsive.

1. **Cover page** - Proposal must be signed and include the firm name, local address, telephone number, and name of the person(s) authorized to submit the proposal, along with their title and telephone numbers. (1 page)

2. **Table of Contents** (*optional*)

3. **Statement of Qualifications and Scope of Services-** Describe the qualifications and experience of the team's abilities to perform the scope of services in the established timelines. Write a brief summary of your understanding of the project and scope of work, and how you propose to meet the requirements and work closely with Ketchikan Indian Community and its consultants to complete the design within budget, and ultimately construct and complete the project. Limited to four (4) pages. The Statement of Qualifications shall include:

 - a) Contractor's capacity – provide a summary of the team's current and anticipated workload from September 2023 to February 2024 (for pre-construction services) and from April 2024 to August 2025 (for construction services), to the extent possible. Describe proposed contractor's management team (Project Manager, Superintendent, Estimator at a minimum) and include resumes. (Resumes do not count toward page limitation.)

 - b) Company's specialized experience and technical competence: Provide a summary of recent projects similar in nature, size, dollar value, and in complexity. In particular, describe supportive housing or similar residential facility related project experience for private non-profit and public owners. Include information on past performance in terms of schedule, budget, quality and innovations/value added. Also provide a summary of recent publicly funded and/or not-for-profit projects in which Offeror was engaged in a design assistance capacity, in addition to the construction contractor. List specific projects which were located in Southeast, Alaska and any unique strategies used while working in remote locations. Include information on past performance of all projects cited, including the project name, location, size, initial contract amount, final contract amount, project delivery method, schedule and owner contact name and contact information.

 - c) Strategies and experience in controlling construction costs during design as well as construction. Examples shall be specific to new commercial type projects.

- d) Include information on past performance in terms of schedule, budget, quality and innovative ideas or unique means and methods that may have resulted in savings (time and/or money) or added value to the Owner.
- e) Experience in designing and constructing to meet the local governing authority's codes and requirements in Ketchikan, Alaska.

4. **Pricing**

- a) Proposed compensation on a lump sum basis for pre-construction services including all personnel time and miscellaneous expenses. Proposers should assume pre-construction services period starting September 2023 and through February 2024 and should include Project Manager (threshold qualification and will not be scored).
- b) Proposed fee (separately indicating profit and home office overhead) on a percentage basis that will be applied to the direct Cost of the Work during the construction phase. Use AIA A132-2009 Exhibit A to define the Cost of the Work.
- c) Proposed General Requirements markup on a percentage basis that will be applied to the direct Cost of the Work during the construction phase. Use AIA A132-2019 Exhibit B to define the Cost of the Work.
- d) Proposed fee (separately indicating profit and home office overhead) on a percentage basis that will be applied to self-performed change order work during the construction phase.
- e) Proposed fee (separately indicating profit and home office overhead) on a percentage basis that will be applied to subcontract change order work during the construction phase.
- f) Performance and Payment bonding cost assuming a \$8.5 million construction cost. This bond cost may be adjusted once a final construction cost is ascertained.
- g) Insurance cost based on project insurance requirements (Section 007316 Indemnity & Insurance Requirements). For purposes of this solicitation delete the Worker's Compensation and Employer's Liability requirements.

5. **Current Performance and Payment Bond Capacity** (threshold qualification)- Provide a letter from the Contractor's Surety indicating Contractor's current performance and payment bonding capacity that will allow for 100% Payment and Performance bonds for this project.

6. **References** (threshold qualification)- Provide three (3) references from clients of similar projects from the last five (5) years only. Include the client name, contact name, phone number, and a description of the services provided.

7. **Documentation that the Contractor is a Section 3 business concern** (if applicable)

8. **Previous Participation Certificate** (Section 004410)

- 9. **Representations, Certifications, and Other Statements of Offerors**
(Section 004545)

- 10. **Lobbying Disclosure Packet** (Section 004549)

EVALUATION CRITERIA

In addition to containing documentation required from the Contractor under this RFP, Contractor's proposal shall be evaluated on the following criteria and graded based on points awarded for each line item described below.

a)	Preference: Small/Minority/Woman-Owned (if applicable must submit HUD 5369-C) Section 3 Business Concern (if applicable) Maximum Points shall be 5	5
b)	Statement of Qualifications and Scope of Services Maximum points shall be 60	60
c)	Pricing Maximum points shall be 35	35

Total Possible Points

100

PREFERENCE FACTOR

Small-, Minority-, Women-owned and Section 3 businesses, preference in contracting is applicable to this Request for Proposal and any vendor/firm/vendor stating a preference must submit a signed HUD 5369-C Certification Form (Section 004546) with their submitted bid to qualify for a preference; ownership must be a minimum of 51% and be active in the day-to-day control and operation of the business.

The prospective vendor must provide, to the greatest extent feasible, preference in employment and training opportunities created as a result of this Request for Proposal.

PROPOSAL PRICING FORM

- 1) The undersigned, _____ (Company Name) on this date: _____, having familiarized itself with the local conditions affecting the cost of work, and with the Request for Proposal (RFP), including the KIC – Permanent Supportive Housing Concept Design dated 6-20-2023, this pricing form, General Conditions, Form of Contract, Section 3 Requirements, project drawings, and the general Scope of Work as prepared by Ketchikan Indian Community, hereby proposes to furnish pre-construction services, all labor, material, and equipment required to complete the project in accordance with this RFP as stated below.

The Pricing stated below includes the costs and fees as described in the RFP. Additionally, the Pricing shall include all administrative requirements of the contract, including the submission of a project schedule, safety plan, schedule of values, daily reports, Section 3 reports, submittals, and other tasks required under the contract, as well as ancillary and miscellaneous work as may be described in or reasonably inferable from the RFP.

Contractor acknowledges and hereby expressly agrees to work closely with Ketchikan Indian Community and its consultants during the pre-construction phase to complete the design, and finalize construction costs. This assistance includes, but is not limited to, providing input and recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement; installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

KIC expects to execute a Contract with Contractor subject to the Contractor's final firm fixed price based upon the completed design being within the project budget and award of project funding.

- a. Proposed compensation on a lump sum basis for pre-construction services including all personnel time and miscellaneous expenses. Proposers should figure pre-construction services period to start in September 2023 and run through February of 2024 and should include Project Manager, Superintendent, Project Engineer, and Estimator as appropriate (threshold qualification and will not be scored).

\$ _____

(Written Amount: _____)

- b. Proposed fee (separately indicating profit and home office overhead) on a percentage basis that will be applied to the direct Cost of the Work during the construction phase. Use AIA A132-2019 Exhibit B to define the Cost of the Work.

Profit: _____% Overhead: _____%

- c. Proposed General Requirements markup on a percentage basis that will be applied to the direct Cost of the Work during the construction phase. Use AIA A132-2019 Exhibit B to define the Cost of the Work.

General Requirements: _____%

d. Proposed fee (separately indicating profit and home office overhead) on a percentage basis that will be applied to self-performed change order work during the construction phase.

Profit:_____ % Overhead:_____ %

e. Proposed fee (separately indicating profit and home office overhead) on a percentage basis that will be applied to subcontract change order work during the construction phase.

Profit:_____ % Overhead:_____ %

f. Performance and Payment bonding cost assuming a \$8.5 million construction cost. This bond cost may be adjusted once a final construction cost is ascertained.
\$ _____

(Written Amount: _____)

g. Insurance cost based on project insurance requirements (Section 007316 Indemnity & Insurance Requirements). For purposes of this solicitation delete the Worker's Compensation and Employer's Liability requirements.

\$ _____

(Written Amount: _____)

- Note: The above Pricing will be the items used in the Evaluation Criteria Scoring in addition to the Statement of Qualifications and Scope of Work. The above pricing shall also be used by General Contractor in its eventual construction pricing and agreement to construct the project for the Owner.

2) In submitting this Proposal, it is understood that the right is reserved by KIC to reject any and all Proposals at its sole discretion and for its convenience or benefit. The proposer agrees to execute and deliver to KIC a contract in the prescribed form and furnish the required performance and payment bonds within ten (10) days of Contract execution.

3) Offeror agrees to keep its Proposal open for acceptance until sixty (60) days subsequent to the deadline date for receipt of the Proposal

4) I/We further acknowledge receipt of the following addenda:

Addendum No.:___ Dated:_____ Addendum No.: ___ Dated:_____

Addendum No.: ___ Dated:_____ Addendum No.: ___ Dated:_____

Addendum No.: ___ Dated:_____ Addendum No.: ___ Dated:_____

Addendum No.: ___ Dated:_____ Addendum No.: ___ Dated:_____

- 6) I/We further understands the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001.

Proposal Submitted by:

Signature

Printed Name

Title

Address

Email

Telephone

Fax

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant of Covered Projects (See instructions) Reason for submission:		For HUD HQ/FmHA use only	
1. Agency name and City where the application is filed Ketchikan Indian Community		2. Project Name, Project Number, City and Zip Permanent Supportive Housing, KETCHIKAN ALASKA 99901	
3. Loan or Contract amount \$ TBD	4. Number of Units or Beds tbd	5. Section of Act	6. Type of Project (check one) Existing Rehabilitation <input checked="" type="checkbox"/> Proposed (New)

7. List all proposed Controlling Participants and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number
		7

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participants(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the controlling participants who propose to participate in this project are listed above.
- None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
7			
This form prepared by (print name)		Area Code and Tel. No.	

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date
				<input type="checkbox"/>	<input type="checkbox"/>	

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)		
Staff	Processing and Control			
Signature of authorized reviewer		Signature of authorized reviewer	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD with a certified report of all previous participation in HUD programs by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all controlling participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR 200.214 and for the Triggering Events listed at 24 CFR 200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR 200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

Specific Line Instructions are set forth in the Processing Guide.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) is, is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) is, is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe"

~~means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.~~

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Restrictions on Lobbying Activities

Entities receiving a federally-funded contract that is in excess of \$100,000 must comply with the "New Restrictions on Lobbying" found at 24 C.F.R. Part 87. 24 CFR 87.100 provides a baseline prohibition on the use of federal funds for lobbying purposes. 24 CFR 87.110(d) further provides that any person (or entity) receiving a federally funded contract or subcontract, at any tier, that exceeds \$100,000 must file a certification, and, if required, a disclosure form, to the next tier above.

All contractors and subcontractors who will receive a contract or subcontract of \$100,000 or more, to be paid from a federal grant, must sign and submit the attached certification form. All contractors and subcontractors who will receive a contract or subcontract of \$100,000 or more must also require all of their subcontractors who will receive a subcontract of \$100,000 or more to sign and submit the required certification and, if applicable, disclosure form.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(REV. 12/05)

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change or Material Change Only: year _____ quarter _____ date of last report ____ _
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____ ^{4c}	7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

SUPPLEMENTARY CONDITIONS

1. HUD 5370

All reference to "HUD 5370" shall mean the General Conditions of the Contract for Construction, specification section 007213 which is an edited version of HUD 5370 that has been adapted by Ketchikan Indian Community (hereinafter called "Owner") for use on this project.

2. BUSINESS LICENSE AND EQUIPMENT

The Contractor agrees, warrants, and represents that it has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which the work is to be performed. The Contractor agrees, warrants, and represents that it will maintain all personnel and the equipment listed by Contractor in its bid in sufficient quantity and working order to timely perform all services required by this Contract.

3. PERMITS, FEES, AND UTILITIES

The Contractor shall secure and pay for all permits.

4. DRUG FREE WORKPLACE

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited on the premises of Ketchikan Indian Community, including all properties, premises, and work sites. Appropriate disciplinary actions, which may include termination, will be taken against employees, contractors, and subcontractors for violations of the prohibition.

"Controlled substance" for purposes of this statement means a controlled substance listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section B12), and as further defined by federal regulations (21 C.F.R., Sections 1300.11 through 15.)

The Contractor shall include the terms and conditions of this requirement in every subcontract or purchase order, so that these terms and conditions will be binding upon each subcontractor or vendor.

The work to be performed under this contract requires that each employee directly engaged in the performance of work funded by Owner shall abide by the terms of this statement and all related Federal Acts, and shall notify Owner of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

4. VALUE ENGINEERING

Contractor is encouraged to develop, prepare and submit Value Engineering Change Proposals (VECP) voluntarily.

5. COORDINATION WITH OWNER

The term "Contracting Officer" shall mean Ketchikan Indian Community ("Owner"). For purposes of this Contract, CIHA Project Manager, will serve as the duly authorized representative of the Contracting Officer as Project Manager. Many times there will be changes to the contract documents in the form of an RFI response or a submittal

response. Consistent with Owner's contracting processes; CIHA Project Manager may approve these changes to the contract documents with the consent of Owner.

The Contractor shall consult with the Project Manager to ensure that all work by Contractor under this Contract meets Owner's requirements. Neither the Contracting Officer, the Project Administrator, nor the Project Manager shall be personally liable to Contractor for any act or omission in the performance of his/her duties under this Contract. Should the Project Manager change at any time the Contractor will be notified in writing of the new Project Manager.

6. JOBSITE SUPERINTENDENT

Before starting work, the Contractor shall designate a competent authorized representative (also referred to as a "superintendent") to represent and act with full authority for the Contractor. The proposed superintendent's name, address, telephone number and qualifications shall be submitted in writing for approval to the Project Manager. The Contractor agrees that it will only utilize a superintendent expressly approved by the Owner. This requirement also applies to any proposed substitution of superintendents as well. Any proposed superintendent must have at least five (5) years of experience on similar size and type projects. This superintendent, or an assistant to the superintendent expressly approved of by the Owner, shall be present at the site of work at all times when work is actually in progress, and shall be responsible for full-time field supervision, coordination of subcontractors and suppliers, completion of the work and safety. The Contractor's superintendent shall be supported by competent assistants as necessary. All such assistants must also be expressly approved by the Project Manager. All requirements, instructions and other communications given to the superintendent, or his/her assistant, by the Project Manager shall be as binding as if given directly to the Contractor.

7. INCOMPLETE OR UNSATISFACTORY WORK, INCLUDING PUNCH LIST ITEMS

Work found not to be in compliance with the Contract's requirements, including any and all unsatisfactory work and punch list items, shall be corrected within ten (10) calendar days of written notice to the Contractor, or a lesser time as the Owner may determine appropriate. If the Contractor fails to fully and satisfactorily correct all nonconforming or unsatisfactory work, or punch list items within the time allowed by the Owner, the Owner shall have the right, without declaring default, to offset from the Contract price an amount deemed appropriate by the Owner for curing such nonconforming or unsatisfactory work or punch list items. The Owner shall then have the right to complete the work in any manner it sees fit. This offset shall take the form of a unilateral change order and will appear as a deduction on the Contractor's next sequential Periodic Payment. Insufficient funds remaining for offset will result in a claim against the Contractor. This remedy, including the right of offset, is in addition to all other remedies available to the Owner under the Contract and law, and any decision by Cook Inlet Housing Authority to exercise such a remedy shall not operate to extinguish, limit or in any way waive the Contractor's, and surety's obligations to faithfully and fully perform all other duties and responsibilities existing under the Contract, including all warranty obligations.

If the Owner requires the Contractor to work overtime, on weekends or on holidays in order to correct incomplete or nonconforming work, the Contractor must first notify the Owner in writing of the overtime schedule. If the Owner determines, in its sole discretion, that it is necessary to have Owner or CIHA staff present or on call during the Contractor's overtime, the Contractor shall reimburse the Owner for all of its costs for such supervision or on call status, including but not limited to labor costs for Owner or CIHA staff at time and a half the regular staff rate. Should the Contractor fail to reimburse the Owner by the next progress payment requested by the Contractor, the Owner may deduct such reimbursement from the

Contractor's next progress payment. Insufficient funds remaining for offset will result in a claim against the Contractor.

8. ALLOWABLE GENERAL REQUIREMENT COSTS AND CONTRACTOR FEE (PROFIT AND OVERHEAD) ON THE ORIGINAL WORK

Any and all costs associated with general requirements shall not exceed 8% of the direct costs associated with the Work.

Any and all profit plus overhead on the Work shall not exceed 8% of the direct costs associated with the Work. No profit and overhead shall be permitted on general requirement costs.

9. ALLOWABLE GENERAL REQUIREMENT COSTS AND CONTRACTOR FEE (PROFIT AND OVERHEAD) ON CHANGE ORDERS AND EQUITABLE ADJUSTMENTS

Any and all costs associated with general requirements permitted the AIA Form of Contract shall not exceed 8% of the direct costs associated with any change order or request for equitable adjustment.

Any and all profit plus overhead permitted under the AIA Form of Contract shall not exceed 8% of the direct costs associated with any change order or request for equitable adjustment. No profit and overhead shall be permitted on general requirement costs.

Equitable adjustments for deleted work shall include a credit for profit plus overhead and general requirements in the stipulated percentages above. On proposals covering both increases and decreases to the contract amount, the application of profit plus overhead and general requirements shall be on the net-change in the direct costs for the Contractor and subcontractor performing the work.

10. WARRANTY

The maintenance and warranty period commences at final acceptance of the installation. Final acceptance is granted only after a Substantial Completion inspection for a project area is requested by the Contractor and completed by the Owner, and the tasks of corrective action captured in the inspection punch-list are completed to the satisfaction of the Owner.

The date of Final Completion shall be established in a Memorandum of Acceptance signed by the Owner and Contractor.

11. RETAINAGE

The Owner shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Owner determines that the Contractor's performance and progress are satisfactory, the Owner may make the remaining payments in full for the work subsequently completed. If the Owner subsequently determines that the Contractor's performance and progress are unsatisfactory, the Owner shall reinstate the five (5) percent retainage until such time as the Owner determines that performance and progress are satisfactory.

12. ADDITIONAL REQUIREMENTS

- a) **Notice of Differing Site Conditions:** The Contractor shall promptly, and before the conditions are disturbed, give written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in the Contract.
- i) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the Owner within ten (10) days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
 - ii) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
 - iii) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.
 - iv) The Contractor's obligation to give "prompt notice" of a differing site condition, as set forth above in 11.a, shall mean that the Contractor shall give written notice of the differing site condition to the Project Manager or email within twenty four (24) hours of discovery.
- b) **Submittals:** The Contractor shall provide with each required submittal a certificate attesting that the products or materials to be provided are (1) currently and readily available, (2) not obsolete or discontinued, and (3) not to be discontinued or deleted from the supplier or manufacture's stock within the next calendar year.
- c) **Change Orders:** Unless otherwise required, the Contractor shall, within seven (7) calendar days following receipt of a Request for Proposal (RFP) or directive for changes in the work submit in writing to the Project Manager a proposal for accomplishing such change or extra work. The proposal shall set forth any increase or decrease in cost to the Owner in comparison to such cost had such change or extra work not been authorized. The proposal shall state the basis of compensation for all work in connection with any such changes or extra work. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract. If the facts justify it, after receipt of a written request from the Contractor within the seven (7) day period identified above, the Project Manager may extend the period for submission of the Contractor's proposal.

Sufficient detail shall be given in said proposal to permit thorough analysis of the proposal by the Project Manager. This detail must be provided regardless of the method used to

determine the basis for compensation. Unless otherwise directed, the detail shall permit an analysis of all materials, labor, equipment and overhead costs as well as profit, and shall cover all Work involved in accomplishing the change, whether deleted, added or changed.

d) **Additional Basis for Default:**

- i. In addition to the requirements set forth in the AIA Form of Contract, the Owner may declare the Contractor to be in default in any situation where it determines that the Contractor has breached any provision of this Contract including, but not limited to, any of the following reasons:
 - (1) Failure of the Contractor to begin work within the time specified in the Contract or as otherwise specified by the Owner;
 - (2) Failure of the Contractor to perform the work with sufficient labor, equipment, or material to ensure the timely completion of the work in accordance with the Contract's requirements;
 - (3) Unsatisfactory performance of the work;
 - (4) Failure or refusal of the Contractor to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - (5) Discontinuance of the work without approval by the Owner;
 - (6) Failure of the Contractor to resume work, which has been discontinued, within a reasonable time after notice by the Owner to do so;
 - (7) Insolvency or bankruptcy of the Contractor;
 - (8) Any assignment of this Contract by the Contractor for the benefit of creditors;
 - (9) Failure or refusal of the Contractor to, within ten (10) days of payment by the Owner, make payments or show cause why payment should not be made, of any amounts due by the Contractor for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - (10) Failure by the Contractor to protect, repair, or pay for any damages or injuries to persons or property; or
 - (11) Failure by Contractor to remove from the job site any personnel of the Contractor or its subcontractors whom the Project Manager determines to be incompetent, dishonest, careless, inexperienced in work he is responsible for performing, negligent or uncooperative.
- ii. The Owner may declare default and terminate the Contract, in whole or in part, for any reason set forth above or any other reason permitted under this Contract or by law, by providing written notice of such to the Contractor.
- iii. Should the Owner declare default and terminate the Contract in whole or in part for any reason set forth in this Article, the Owner may, in addition to any other rights and remedies provided in this Contract, procure, upon such terms as it deems proper,

services similar or identical to those terminated, and the Contractor or the Contractor's surety shall be liable to the Owner for all excess costs incurred by the Owner for obtaining such similar or identical work included within the terminated portion of the Contract. Such costs shall also include the Owner's additional administrative, procurement, and labor costs necessarily incurred.

- iv. If the Contract is terminated for default the Owner may, in addition to any other rights and remedies provided in this Contract, require the Contractor to transfer title and deliver immediately, in a manner required by the Owner, such partially completed work, including where applicable, reports, working papers and other documents that the Contractor, or its agents or subcontractors, have produced or acquired in its performance of the Contract. Payment for partially completed work shall be made in an amount deemed reasonable and appropriate by the Owner. The Owner may withhold from such payment amounts deemed necessary by the Owner to offset against additional costs or loss reasonably anticipated to occur.
- v. The rights and remedies set forth in this Article are in addition to any and all other rights and remedies available to the Owner under this Contract and law.
- vi. The Owner's failure to exercise any right or remedy provided under the Contract shall not constitute a waiver of the Owner's rights and remedies in the event of any breach of Contract, default or subsequent event of breach of Contract or default. Consent or notice by the Owner for one event may not be construed as consent or notice in the future.

END OF SECTION

NHTF SUPPLEMENTARY CONDITIONS

1. The RFP award is contingent on completion of the environmental review by the Alaska Housing Finance Corporation (AHFC).
2. All references in this RFP that refer to Public Housing Programs or Public and Indian Housing Programs shall also include Housing Trust Funds (HTF).
3. This project is funded in part with Housing Trust Funds. As such, the successful Contractor shall comply with 24 CFR 93, 24 CFR 200, 2 CFR 200, and all other applicable federal regulations and State of Alaska Statutes.
4. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. This project shall meet the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201) as well as meet the energy efficiency standards established pursuant to section 109 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12709).

8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Prior to the commencement of construction under the Agreement or within 60 days of the Agreement's execution, whichever comes first, the Eligible Recipient shall provide the Administrator with the following.

A list of all subcontractors and a printout dated before each subcontract from the www.sam.gov website for each subcontractor indicating that all subcontractors are not federally debarred.

Debarment and Suspension (24 CFR 93.350). Debarment and suspension certifications required by 24 CFR 5.105(c) and 2 CFR part 2424. The Eligible Recipient shall check all service providers involved in the project including architectural and engineering firms, vendors, prime contractors, building contractors and subcontractors for federal debarment on the search engine found at <http://www.sam.gov/>. The SAMS printout must be dated before the contract date. The Municipality will not reimburse for costs incurred from a federally debarred contractor or subcontractor.

10. Please note that Contractor's 100% payment and performance bonding limits required under this RFP are higher than those under Chapter 36.25 for federally funded projects.
11. Upon request and within a reasonable time, Contractor shall provide such other information, reports and access to all records relating to its activities under this Agreement to the Administrator in such form and at such time as the Administrator may reasonably require. Contractor and all subcontractors shall grant the the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, AHFC, or any of their duly authorized representatives to any books, documents, papers, and records of the Eligible Recipient, Contractor or subcontractors which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore; Every subcontract in an amount exceeding \$1,000.00 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

12. The Eligible Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans with Disabilities Act of 1990). The Eligible Recipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall

include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Eligible Recipient agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor and all subcontractors shall state, in all solicitations or advertisements for employees to work on agreement jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical impairment/disability.

The Contractor and all subcontractors shall comply with any and all reporting requirements that may apply to it that the AHFC Office of Equal Opportunity establishes.

The Contractor and all subcontractors shall include the above three paragraphs contained in this Section 12 into every subcontract or purchase order under this agreement, so as to be binding upon every such subcontractor or vendor of the Eligible Recipient under this Eligible Recipient Agreement.

The Contractor and all subcontractors shall comply with all applicable federal and state laws concerning the prohibition of discrimination.

13. No officer, employee or agent of any agency shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential sub-recipient, grantee or other individual served through the Agreement.

14. There shall be no selection of vendors or contractors based on political patronage or affiliation.

The Contractor and all subcontractors agree that they shall not expend any of the Agreement funds for the support, opposition, or endorsement of candidate(s) for any state or municipal office, or endorse or oppose any candidate(s) for any state or municipal office even if such endorsement or opposition does not require expenditure of funds. The Contractor and all subcontractors understand that after a determination that a violation of this prohibition has occurred, it shall result in forfeiture of all unexpended funds for the year in which the violation occurs and ineligibility for any possible funds for the following fiscal year.

15. Contractor will assist Owner will completing Contractor/Subcontractor Activity Report form HUD-2516.

INDEMNITY AND INSURANCE REQUIREMENTS

1. INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold **Ketchikan Indian Community (“KIC”)**, **Cook Inlet Housing Authority (“CIHA”)**, their subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, **“Indemnified Parties”**) harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys’ fees, costs or expenses or any other kind of loss (collectively, “claims or loss”), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by **Indemnified Parties**.
- B. Contractor’s responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by **Indemnified Parties** that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an **Indemnified Party** for any claim or loss that results from the sole negligence or willful misconduct of the **Indemnified Party**.
- C. In any and all claims against the **Indemnified Parties** by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.
- D. Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in the **Indemnified Parties’** favor that are identical in scope as those assumed by Contractor under the terms of this Contract.
- E. The requirement of any insurance required of Contractor under this Contract shall not limit Contractor’s indemnification responsibilities under this section in any way.

2. INSURANCE

- A. Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary to any policies held by CIHA and KIC.
- B. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, **Indemnified Parties** shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the

operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

- C. Contractors insurance shall name **Ketchikan Indian Community (KIC)** and **Cook Inlet Housing Authority (CIHA)** as additional insured, except for Worker's Compensation. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21.
- D. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the *A.M. Best Insurance Rating Guide*, most recent edition.

3. MINIMUM LIMITS OF LIABILITY

Contractor shall maintain with a company satisfactory to **KIC** and **CIHA** at least the limits of liability set forth below. The requirements of this section shall not limit Contractor's indemnification responsibilities as provided in the Contract.

- A. Worker's Compensation and Employers' Liability: The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against **Ketchikan Indian Community (KIC)** and **Cook Inlet Housing Authority (CIHA)**.
 - 1. Workers Compensation - Statutory limits
 - 2. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- B. Commercial General Liability Insurance: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against **Ketchikan Indian Community (KIC)** and **Cook Inlet Housing Authority (CIHA)**.
 - 1. \$1,000,000 Each Occurrence
 - 2. \$2,000,000 General Aggregate
 - 3. \$2,000,000 Products/Completed Operations Aggregate
 - 4. \$1,000,000 Personal and Advertising Injury
 - 5. \$50,000 Fire Damage Legal Liability (any one fire)
 - 6. \$5,000 Medical Expense (any one person)The following provisions apply to the **General Contractor**:
 - a. Policy Form: An ISO-based occurrence form CGL policy (CG 00 01 or its equivalent) shall be used.
 - b. Named Insured: General Contractor and their respective employees, agents, subsidiaries and affiliates.

- c. Aggregate: If the policy covers multiple locations, a per project aggregate limit is required and must be endorsed onto the policy, using ISO Endorsement CG 25 03, or its equivalent.
 - d. Deductible: \$15,000 maximum per occurrence and must be stated on the ACORD Form.
 - e. Pollution: Pollution exclusion must specify that hostile fire or building heating equipment and products is not excluded.
 - f. Additional Interests Coverage: To be provided under ISO Endorsement CG 20 10, or its equivalent, for the Additional Insureds listed above. Coverage is to be extended to include completed operations per ISO Endorsement CG 20 37. Coverage is to apply on a primary noncontributory basis when coverage under other policies are available to the additional insureds, using CG 20 01, or its equivalent. If coverage is written on any other forms, copies must be attached.
 - g. Construction Related Activities: Coverage shall not limit liability arising from construction related activities.
 - h. Unacceptable Exclusions:
 - i. "Limitation of Coverage to Designated Premises or Project", ISO CG 21 44 07 98, or its equivalent; and
 - ii. Residential work exclusions or limitations, or subcontractor warranty provisions.
 - iii. Professional Liability exclusions are not to apply to bodily injury, personal injury or property damage.
- C. Commercial Automobile Liability Insurance - Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against **Ketchikan Indian Community (KIC)** and **Cook Inlet Housing Authority (CIHA)**.
The following provisions apply to the **General Contractor**:
- 1. Policy Form: ISO Business Auto form CA 00 01, or its equivalent.
 - 2. Named Insured: General Contractor and their respective employees, agents, subsidiaries, affiliates.
 - 3. Coverage to apply on a primary and non-contributory basis when other insurance is available to the additional insureds.
- D. Builder's Risk - Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA.

4. CANCELLATION, RENEWAL AND MODIFICATION

Contractor shall maintain in effect all insurance coverage's required under the Contract at Contractor's sole expense and with insurance companies acceptable to **KIC** and **CIHA**. All policies shall contain a provision that coverage will not be modified, cancelled or not renewed until at least thirty (30) days prior written notice has been given to **KIC** and **CIHA**. Certificates of insurance showing required coverage to be in force pursuant to this Section shall be filed with **KIC** and **CIHA** prior to commencement of the Work. In the event Contractor fails to obtain or maintain insurance coverage required under the Contract, **KIC** and **CIHA** may purchase such coverage as desired for **KIC's** and **CIHA's** benefit and charge the expense to Contractor, or terminate the Contract for default.

5. CONTINUATION OF COVERAGE

If any of the required liability insurance is on a claims made basis, "tail" coverage will be required at the completion of this contract for twelve (12) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twelve (12) months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for not less than twelve (12) months from the end of the Contract. This will be a condition of the final acceptance of work or services.

6. SUBCONTRACTORS

Contractor shall require and verify all subcontractors maintain insurance coverage subject to all of the requirements stated herein.

7. ADDITIONAL INSURED

Contractor's insurance shall name all entities below as Additional Insured, except for Professional Liability and Worker's Compensation. Coverage to apply on a primary non-contributory basis when other insurance is available to the additional insured. Certificates shall be issued with each entity indicated as a certificate holder.

NOTE: Spelling and punctuation of the **Additional Insured** names must be exactly as shown below:

Owner: Ketchikan Indian Community 615 Stedman St. Ketchikan, AK 99901	General Partner: Cook Inlet Housing Authority 3510 Spenard Road, Suite 100 Anchorage, Alaska 99503
State/LIHTC Agency: TBD	Investor Limited Partner: TBD
Syndicator: TBD	Perm Lender / Construction Lender: TBD

Limited Partnership	TBD

ACORD CERTIFICATE OF INSURANCE FORM

- A. Produce one Certificate for each of the insured parties.
- B. Waiver of Subrogation as stated above.
- C. In the description, reference: **Ketchikan Indian Community** : “The certificate holder is an additional insured with primary and non-contributory status on the general liability, excess/umbrella, and automobile policies. Waiver of Subrogation is provided in favor of the certificate holder under the general liability, excess/umbrella, automobile and workers compensation. Umbrella follows form of underlying policies.”
- D. Provide copies of the endorsements for additional insured, waiver of subrogation, and umbrella policy in addition to the certificate of insurance.
- E. **Make sure that the Certificate of Insurance:**
 - 1) **Identifies all NAIC#**
 - 2) **The additional insured and subrogation waived columns are checked where applicable**
 - 3) **All policy numbers are identified**
 - 4) **All appropriate boxes checked.**
 - 5) **Deductible amounts identified.**
 - 6) **The description follows the language provided above.**

Attach the appropriate endorsements or policy documents.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

Section 3 is a provision of the U.S. Department of Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low (80% or below the median income of that area) or very-low (50% or below the median income of that area) income residents in connection with projects and activities in their neighborhoods.

Section 3 pertains to all prime contracts equal or greater than \$100,000 or subcontracts that are equal or greater than \$100,000.

“Section 3 Workers” are:

- A low or very low-income resident (the worker’s income for the previous or annualized calendar year is below the income limit established by HUD).
- Worker is employed by a Section 3 Business Concern; or
- Worker is a YouthBuild participant

“Targeted Section 3 Workers are:

- Worker is employed by a Section 3 Business Concern; or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - Worker is Living within the service area or the neighborhood of the project as defined in 24 CFR 75.5; or
 - Worker is a YouthBuild participant

“Section 3 business concerns” are:

- 51 percent or more owned and controlled by low- or very low-income persons; or
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

1.3 PROCEDURES

Notify the Section 3 preference residents, contractors, labor organizations, or representatives of workers about contracting opportunities and in all solicitations. Post copies of the notice at the jobsite.

Businesses that seek Section 3 preference shall certify or demonstrate that they meet the definitions provided above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification form, located in Section 007338.

Verify that all subcontractors have NOT been found in violation of the regulations in 24 CFR part 75.

Certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Document actions taken to comply with the requirements of the Section 3 Act and the results of actions taken and impediments, if any.

Comply with all reporting requirements **to be included with each pay request, on a monthly basis. Owner to provide Section 3 Excel Workbook upon Contract award.**

1.4 REQUIREMENTS

A. EMPLOYMENT GOALS

Contractor and subcontractors may demonstrate compliance with the Section 3 requirements by committing to:

A minimum of 25% of all hours worked by Section 3 workers and 5% by Targeted Section 3 workers.

The Contract has the burden of demonstrating why it was not feasible to meet the employment goal set forth. Such justification may include impediments encountered despite actions taken.

B. CONTRACT CLAUSE

All Section 3 covered contracts shall include the Section 3 clause. See page 8 of this section.

C. REPORTING

The Contractor is required to provide the following:

1. Section 3 workers and targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form.
2. Initial Narrative Summary – 10 days prior to the preconstruction meeting, the Contractor is required to complete the Initial Narrative Summary.
 - a) Owner to provide Excel Workbook with all reporting forms upon contract award.
 - b) Notify Section 3 residents and persons about training and employment opportunities, and Section 3 business concerns about contracting

- opportunities generated by Section 3 a covered assistance.
- c) Notify potential contractors for “Section 3” covered projects of the requirements under “Section 3”, **and incorporate the Section 3 Clause in ALL solicitations and contracts** (Section 3 only).
 - d) Facilitate the training and employment of “Section 3” residents and award of contracts to “Section 3” business concerns by undertaking activities such as described in the Appendix to 24 CFR Part 75, as appropriate, to meet required employment goals..
 - e) Assist and actively cooperate with HUD (and CIHA) in obtaining the compliance of contractors and subcontractors with the requirements of the “Section 3” Act, and refrain from entering into any contracts with any contractor where the recipient has received notice of has knowledge that the contractor has been found in violation of the regulations in 24 CFR part 75 (Section 3 Only).
 - f) Document actions taken to comply with the requirements of the “Section 3” Act, and the results of actions taken and impediments, if any

Summary shall also briefly describe how procedures and goals were developed.

- g) Contracts Report (Section 3): This report shows all contracts and subcontracts for the project. For the Initial Report, list any contracts or subcontracts executed to date, include Section 3 status.
- h) Supply completed Section 3 Business Certification form for each individual contractor or subcontractor.
- i) Supply completed Section 3 Individual form for each Section 3 persons employed.
- j) Supply completed Section 3 Hours Report monthly

1.5 REFERENCES

HUD Section 3 Opportunity Portal: <https://hudapps.hud.gov/OpportunityPortal/>

HUD Business Registry: <https://www.hud.gov/section3businessregistry>

HUD Section 3 Frequently Asked Questions: <https://www.hud.gov/sites/documents/11SECFAQS.pdf>

24 CFR §75, APPENDIX I

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

- (1) Entering into “first source” hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified “Step-Up” employment and training program for Section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 75), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible

and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

24 CFR §75, APPENDIX II

Examples of Efforts to Award Contracts to Section 3 Business Concerns)

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known Section 3 business concerns of the contracting

opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible Section 3 business concerns.

(16) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with Section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

1.6 SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clauses (A-G):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing

assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

1.1 RELATED SECTIONS

1. SECTION 007339 – MBE WBE REQUIREMENTS
2. REPORTS
 - a. SECTION 007340 – EXAMPLE MBE/WBE REPORTS

1.2 DEFINITIONS

MINORITY AND WOMEN BUSINESS ENTERPRISES (MBE/WBE) businesses are owned and controlled by at least 51% or more minority or woman persons.

MBE/WBE pertains to all contracts or subcontracts entered into that are equal to or greater than \$10,000 to comply with the Executive Orders 11625 and 12432 and 41 CFR 60.

Minorities are defined as:

- Black. A person having origins in any of the black racial groups of Africa, but not having Hispanic origin.
- American Indian or Alaskan Native. A person having origins in any of the original people of North America, and who maintains cultural identification through tribal affiliation or community recognition.
- Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands and Samoa (24 CFR §124.103).

1.3 PROCEDURES

Notify MBE/WBE contractors, labor organizations or representatives of workers about contracting opportunities and include in all solicitations. Post copies of the notice at the jobsite.

Document actions taken to comply with the Executive Orders 11625 and 12432 on Women and Minority Business Enterprises and the results of actions taken and impediments, if any.

Comply with the all reporting requirements **to be included with each pay request, on a monthly basis. Owner will provide Excel Workbook with all reporting forms upon Contract Award.**

1.4 REQUIREMENTS

A. NUMERICAL GOALS

There is no set goal for this requirement.

The Contractor will provide an Initial Narrative Report fifteen days prior to the first payment request or invoice of how it intends to comply with the Women and Minority Enterprises

requirements. Owner will provide Excel Workbook with all reporting forms upon Contract Award.

- a) Advertising: All preferences shall be publicly announced in the advertisement.
- b) Adequate advertising is define as advertising at least ten (10) calendar days before the bid submittal date through one or more of the following methods:
 1. advertising in an Anchorage daily newspaper;
 2. advertising in a local newspaper of the region where the work is located;
 3. advertising through a local radio station if it is an accepted standard of practice in the region where the work is located;
 4. advertising through trade associations or MBE/WBE publications, trade journals, or other media targeted to MBE/WBEs.
- c) Directly notify Minority and Women business enterprises about contracting opportunities generated by MBE/WBE covered assistance.
- d) Document actions taken to comply with the requirements of the Executive Orders 11625 and 12432 on Women and Minority Business Enterprises, and the results of actions taken and impediments, if any.

B. REPORTING

The Contractor will provide reports of how it complied with the Women and Minority Enterprises contracts. The example reports are located in Section 007340.

1. Initial Narrative Summary

- a) Fifteen days prior to the first payment request or invoice, the Contractor is required to complete the Initial Narrative Summary.

Summary shall also briefly describe how goals and procedures were developed.

- b) Contracts Report: This report shows all contracts and subcontracts for the project. For the Initial Report, list any contracts or subcontracts executed to date, Minority/Women Owned Business status.
- c) Supply completed MBE/WBE Business Certification form for each qualified individual contractor or subcontractor.

2. Monthly Report

- a) Monthly Contracts Report: This report shows all contracts and subcontracts for the project. For the Monthly Report, list any new contracts or subcontracts executed during the reporting period, Minority/Women Owned Business status.
- b) Supply completed MBE/WBE Business Certification form for each individual contractor or subcontractor contracted during the reporting period.

3. Final Narrative Report

- a) Please provide any narrative relevant to your MBE/WBE efforts during this project. In your narrative, please explain any unexpected results. If you were not able to meet your MBE/WBE contract goals, explain why you were not able to do so.

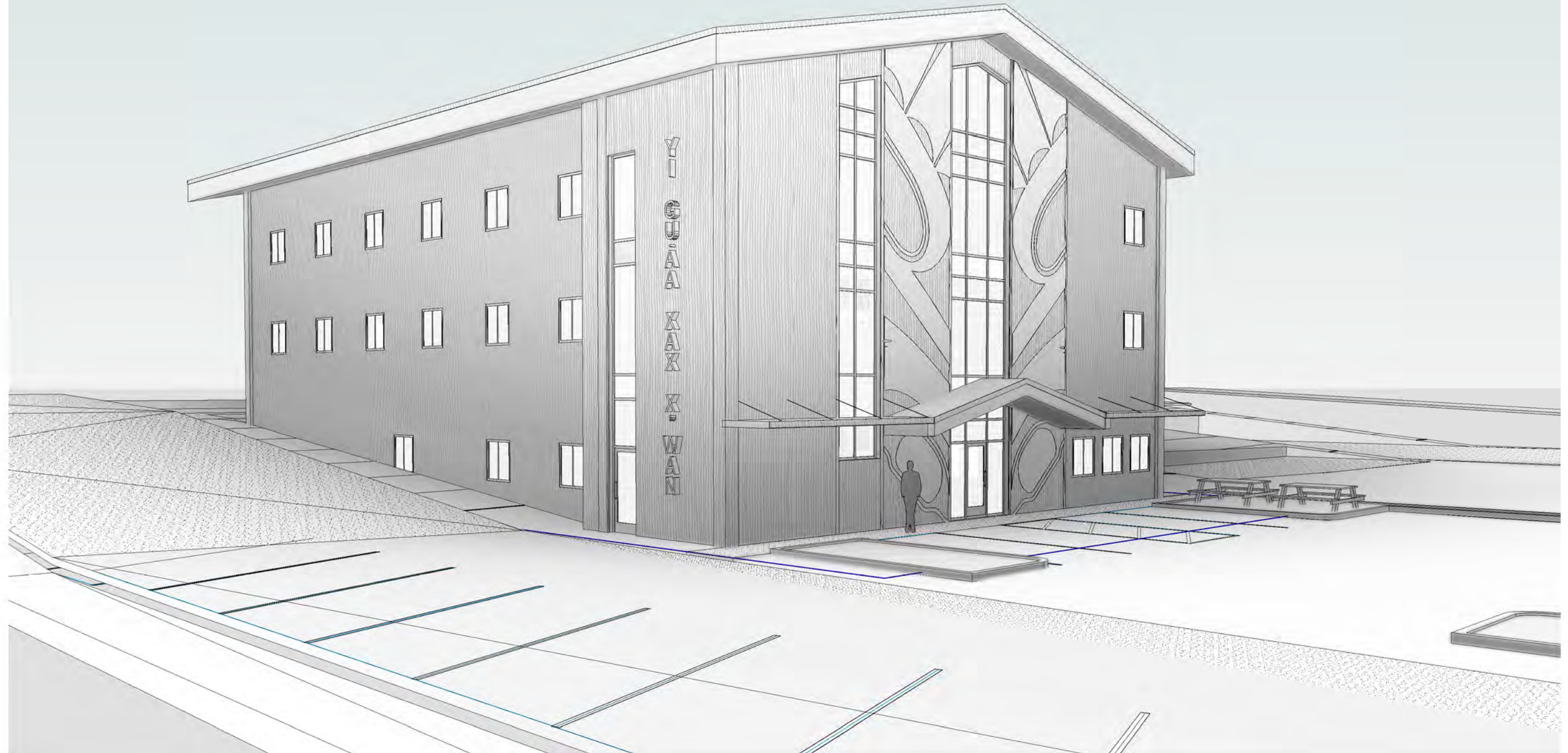
- b) Final Contracts Report: This report shows all contracts and subcontracts for the project. For the Final Report, list any new contracts or subcontracts executed during the reporting period, Minority/Women Owned Business status.
- c) Supply completed MBE/WBE Business Certification form for each individual qualified MBE/WBE contractor or subcontractor contracted during the reporting period.

1.5 REFERENCES

The Small Business Administration maintains a database of "disadvantaged businesses" women-owned businesses, and minority-owned businesses. See <http://www.pro-net.sba.gov>

KIC - Permanent Supportive Housing

For
Ketchikan Indian Community



DOCUMENT PHASE

OWNER	ARCHITECT	OTHER
	MRV ARCHITECTS, PC 1420 GLACIER AVE., SUITE 101 JUNEAU, ALASKA 99801 907-586-1371 MANAGER: Zane Jones E-MAIL: zane@mrvarchitects.com	
STRUCTURAL ENGINEER	MECHANICAL ENGINEER	
CIVIL ENGINEER	ELECTRICAL ENGINEER	

GENERAL ABBREVIATIONS (SEE ENGINEERING SHEETS FOR ADDITIONAL)

@	AT	GA	GALVANIZED	RAD	RADIUS
AB	ANCHOR BOLT(S)	GB	GRAB BAR	RB	REINFORCED, REINFORCING
ACT	ACOUSTICAL CEILING TILE	GL	GLASS, GLAZING	REIN	REQUIRED
ADA	AMERICANS W/ DISABILITIES ACT	GLU-LAM	GLUED-LAMINATED	RESIL	RESILIENT
ADJ	ADJUSTABLE	GWB	GYP GYPSUM WALL BOARD	RESIST	RESISTANT
AFF	ABOVE FINISH FLOOR	GWS	GYP GYPSUM WALL SHEATHING	REV	REVISION, REVISE
ALT	ALTERNATE	GYP	GYP GYPSUM	R/F	REFRIGERATOR/FREEZER
ALUM	ALUMINUM	H	HIGH	RM	ROOM
APC	ACOUSTICAL PANEL CEILING	HDWD	HARDWOOD	RO	ROUGH OPENING
APPRX	APPROXIMATE	HM	HOLLOW METAL	ROW	RIGHT-OF-WAY
ASPH	ASPHALT	HSS	HOLLOW STEEL SECTION	RTN	RETURN
AT	ACOUSTICAL TILE	HT	HEIGHT	S	SOUTH
BATT	MINERAL FIBRE BLANKET	HORZ	HORIZONTAL	S-AWPM	SELF-ADHERED WATERPROOF MEMBRANE
BLDG	BUILDING	ID	INSIDE DIAMETER	SCHED	SCHEDULE
BLKG	BLOCKING	IN	INCH	SD	SOAP DISPENSER
BOC	BOTTOM OF CONCRETE	INCL	INCLUDING, INCLUDED	SECT	SECTION(AL)
BOD	BOTTOM OF DECK	INSUL	INSULATION, INSULATED	SHT	SHEET
BO	BOTTOM OF	JST	JOIST	SIM	SIMILAR
BOS	BOTTOM OF STEEL	KIT	KITCHEN	SPEC	SPECIFICATIONS(S)
CG	CENTERLINE	L	LENGTH	SO	SQUARE
CLG	CEILING	LAM	LAMINATE(D)	STD	STANDARD
CLR	CLEAR	LAV	LAVATORY	STL	STEEL
COL	COLUMN	LB	POUND	STOR	STORAGE
CONC	CONCRETE	LF	LINEAL FEET	STRUCT	STRUCTURE, STRUCTURAL
CONFIG	CONFIGURATION	LVR	LOUVER	SS	STAINLESS STEEL
CONST	CONSTRUCTION	MAT	MATERIAL	SYMM	SYMMETRIC(AL)
CONT	CONTINUOUS	MAX	MAXIMUM	T	TREAD(S), TOILET
COORD	COORDINATE	MB	MARKERBOARD	T&G	TONGUE AND GROOVE
CORR	CORRIDOR	MECH	MECHANICAL	TOC	TOP OF CONCRETE
CPT	CARPET	MEZZ	MEZZANINE	TEL	TELEPHONE
CSNK	COUNTERSINK	MH	MOP HOLDER	TEMP	TEMPORARY
DIA	DIAMETER	MIN	MINIMUM	TOC	TOP OF CONCRETE
DISP	DISPENSER	MISC	MISCELLANEOUS	TOD	TOP OF DECK(ING)
DIM	DIMENSION	MTD	MOUNTED	TOF	TOP OF FOOTING
DN	DOWN	MTL	METAL	TOS	TOP OF STEEL
DS	DOWNSPOUT	MUL	MULLION	TP	TOWEL PIN
DWG	DRAWING	MW	MICROWAVE UNIT	TS	TUBE STEEL
(E)	EXISTING	N	NORTH	TV	TELEVISION
E	EAST	NIC	NOT IN CONTRACT	TV	TYPICAL
EA	EACH	NO#	NUMBER	UC	UNDER COUNTER
EIFS	EXTERIOR INSULATION FINISH SYSTEM	NOM	NOMINAL	UON	UNLESS OTHERWISE NOTED
ELEC	ELECTRIC(AL)	NTS	NOT TO SCALE	VCT	VINYL COMPOSITION TILE
ENGR	ENGINEER	OA	OVERALL	VERT	VERTICAL
EP	ELECTRICAL PANELBOARD	OC	ON CENTER	VF	VERIFY IN FIELD
EPS	EXPANDED POLYSTYRENE INSULATION BOARD	OD	OUTSIDE DIAMETER	VOL	VOLUME
EQ	EQUAL	OFI	OWNER FURNISH CONTRACTOR	VR	VAPOR RETARDER
EQUIP	EQUIPMENT	OFI	OWNER FURNISH CONTRACTOR	VTR	VENT THROUGH ROOF
EXTG	EXISTING	OFI	OWNER FURNISH OWNER INSTALL	W	WEST
FA	FIRE ALARM	OH	OVERHEAD, OPPOSITE HAND	W/	WITH
FD	FLOOR DRAIN	OPNG	OPENING	W/O	WITHOUT
FDN	FOUNDATION	OPP	OPPOSITE	WB	WOOD BASE
FE	FIRE EXTINGUISHER	OSB	ORIENTED STRAND BOARD	WC	WATER CLOSET
FEC	FIRE EXTINGUISHER CABINET	PDF	POWER DRIVEN FASTENER	WD	WOOD
FF	FINISH FACE	PERF	PERFORATED	WF	WIDE FLANGE
FFB	FINISH FLOOR BREAK	PIC	POLYISOCYANURATE BOARD	WP	WATERPROOF
FIN	FINISH	INSUL	INSULATION	WM	WALK-OFF MAT
FL	FLOOR(ING)	PL	PLATE	WR	WATER RESISTANT
FOC	FACE OF CONCRETE	PLAM	PLASTIC LAMINATE	WSCT	WAINSCOT
FOF	FACE OF FINISH	PLAS	PLASTER	WT	WEIGHT
FSS	FOLDING SHOWER SEAT	PLYWD	PLYWOOD	XPS	EXTRUDED PLASTICBOARD
FOS	FACE OF STUD	POLY	POLYETHYLENE	INSULATION	
FRT	FIRE-RETARDANT TREATED	PREFAB	PREFABRICATED	YD	YARD, YARD DRAIN
FT	FOOT, FEET	PREFIN	PREFINISHED		
FTG	FOOTING	PT	PRESSURE TREATED		
FURR	FURRING	PTA, PT1	PAINT TYPE "A", PAINT TYPE "1", ETC.		
		PTD	PAPER TOWEL DISPENSER		
		PVC	POLY VINYL CHLORIDE		

CODE STUDY

PLANNING & CODE STUDY – S'eenaa Hit PERMANENT SUPPORTIVE HOUSING

Governing Codes:
 General: International Building Code, 2021.
 Electrical: National Electric Code 2021
 Mechanical: International Mech Code, 2021;
 Plumbing: UPC 2021
 Sprinkler: 2021 Sprinkler Code
 Fire: IFC 2021

Building Data:
 Location: 2234 Tongass Ave Ketchikan Alaska
 Owner: Ketchikan Indian Community (KIC)
 Size: Level 1 = 4635
 Level 2 = 5680
 Level 3 = 5680
Total = 15,995 SF

General Description:
 Building will be primarily Permanent Supportive Housing with some staff offices.

Ketchikan Zoning
 18.25.030 Development requirements. Maximum height of development up to 50'. No minimum or max lot coverage.
 18.40. Parking - CG zoning for housing requires 1/2 parking stall per unit. Building will contain 20 bedrooms which will require 10 parking stalls.
 The new KIC Permanent Supportive Housing will be constructed for the Ketchikan Indian Community, a local non-profit entity. This project will provide housing units for previously homeless individuals. There will be 20 bedrooms total.
Setting: The new building will be located on a developed site within the 2234 Tongass Ave Property.
 The existing site and building development is accessed off of Adams Street. It is zoned "General Commercial" (CG). The proposed structure is permitted with standards according to section 18.25.020 Land use table of the Ketchikan Land Use Code.

Building Design Overview
 The new building totals **15,995** gross square feet over three stories.
Site and Access: Visitors and users of the facility will utilize a parking lot and drop-off, and covered entry.
Foundation: The building will be slab on grade construction with retaining of the slope on the uphill side of the lot.
Heating: Heating will utilize electric heat pumps with central HVAC system.
Fire Protection: The building will be sprinklered throughout per NFPA 13-R. An additional fire department connection (FDC) for exterior fire-fighting access will be provided at the southwest corner of the building, adjoining the emergency stairway enclosure.

Building Code Review Summary – Basis of Review 2021 IBC

B. Requirements based on Occupancy (Chapter 4)

- Group R-2 Requirements (Section 420).
- Separation Walls (420.2): Walls separating dwelling units, and walls separating dwelling and sleeping units from other occupancies, shall be constructed as fire partitions per Section 708. Dwelling units are defined as "a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation."
- Horizontal Separation (420.3): Floors separating dwelling units shall be constructed as horizontal assemblies according to Section 711).
- Automatic Sprinkler System (420.4), smoke detection (420.5): The building will be provided with a 13-R automatic sprinkler system throughout per 903.3.1.2. Detection and alarm per 907.2.6; 907.2.8; 907.2.9; and 907.2.11.

D. Allowable Building Height and Area (Table 503, 504 & Section 506).

- Group R-2 buildings with Construction Type VA are allowed to be 4 stories, 12,000 sf per story, and with a maximum building height of 60' (Table 503). The maximum size floor proposed, totals **6275 sf**, within the 12,000 sf allowable limit.
- Per 504.2 for Group R-2 buildings equipped throughout with an approved automatic sprinkler system in accordance with section 903.3.1.2 (13-R), the maximum building height shall not exceed 60' or 4 stories, respectively. See Na Hit PSH, with 4 stories or 50' above the grade plane meets this requirement.

E. Construction Type (Chapter 6)

- Designated: Type V-A, w/ 13-R automatic sprinkler system per 903.3.1.2.
- All building elements are allowed to be non-rated (Table 601). (See R-2 unit separation requirements in Section 420).

F. Fire and Smoke Protection Features (Chapter 7)

- Openings (Section 705.8). Fire separation along the three sides of the building with openings is greater than 30'. Unprotected openings of unlimited area are allowed.
- Parapets (Section 705.11). Parapets are not required since exterior walls are not required to be fire-rated as per Table 602 (Exception 1).
- Shaft Enclosures (Section 708 & 712): Egress stairwells: Fire Resistance Rating- Not less than 1 hr where connecting less than 4 stories. (708.4). Shaft enclosures shall be constructed as fire barriers in accordance with Section 707. Doors openings shall be self-closing.
- Fire partitions shall have a fire resistance rating of not less than 1-hr.
- Exceptions: 708.3.1 Residential Corridor walls permitted to have a 1/2hr fire resistance rating by table 1018.1. Per 708.3.2, dwelling unit separations in buildings of Type VA shall have fire resistance ratings of not less than 1/2hr in buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1
- Horizontal Assemblies (Section 711): Rated horizontal assemblies are required for ceilings separating dwelling units (see Section 420, above). Rated horizontal assemblies are required to be 1/2 hour rated between the residential floors since the building has an automatic sprinkler and type VA construction
- Penetrations. Penetrations through rated assemblies will comply with Section 714. Ducts that penetrate the rated assemblies will comply with Section 714. Fire-Resistant joints in rated assemblies will comply with Section 715.
- Opening Protections defined per table 716.5. Fire doors into the 1/2-hour-rated sleeping and dwelling areas are required to have a 1/3 hour rating.

G. Fire Protection Systems (Chapter 9)

- An automatic sprinkler system is to be provided as per Section 903.13-R.
- 906 Portable Fire Extinguishers: One type 2A, 10BC fire extinguisher is required for each 3,000sf of area, with no more than 75' of travel distance to an extinguisher.
- A fire alarm system will be provided as per Section 907.
- Fire department connections will be provided as per Section 912.
- Emergency responder safety features will be provided as per Section 914.
- As an additional feature to promote fire safety, all individual ranges within the resident units will be equipped with an automatic timer that turns the stoves off after 20 minutes of use.

I. Means of Egress (Chapter 10)

- Egress Width (1005). Minimum Stair Width: 84 x 0.3 inches = 25 inches.
- Accessible Means of Egress: Two accessible means of egress will be required (1007.1). All exit discharge shall connect with a public way. (1007.2, exception 1).
- Stair landings are to be 44" wide, minimum. The door swing cannot reduce this width to below 22" (1008.1.6).
- Corridors serving more than 10 occupants in an R-2 occupancy are required to be 1/2-hour rated (Table 1018.1). Minimum corridor width is to be 44" (1018.2).

J. Fixture Counts:
 Level 2 Main Floor: has 2 staff bathroom, and one floor mop sink per level. The limited assembly spaces are for the residents of the building who each have private facilities within their personal rooms.

DRAWING INDEX

Sheet List		
Sheet Number	Sheet Name	Sheet order
000	COVER SHEET	
A000	SHEET INDEX, CODE, ABBREV.	
A110	EXISTING CONDITIONS & DEMO	
A111	SITE PLAN	
A112	ENLARGED SITE PLAN	
A201	FLOOR PLAN 1 & 2	
A202	FLOOR PLAN 3 & ROOF PLAN	
A204	ENLARGED TYP UNITS	
A301	BUILDING SECTIONS	
A302	BUILDING SECTIONS	
A401	BUILDING ELEVATIONS	



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MRV #2238

Schematic Design
KIC - Permanent Supportive Housing
 Ketchikan Indian Community

No.	Description	Date

SHEET TITLE:
SHEET INDEX, CODE, ABBREV.

DATE: 06.20.2023
 DRAWN: MRV
 CHECKED: PV

SHEET NO.
A000

NOTE: 11"x 17" PRINT IS HALF SIZE



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**KIC - Permanent Supportive
 Housing**
 Ketchikan Indian Community

No.	Description	Date

SHEET TITLE:
**EXISTING
 CONDITIONS &
 DEMO**

DATE: 06.20.2023

DRAWN: MRV

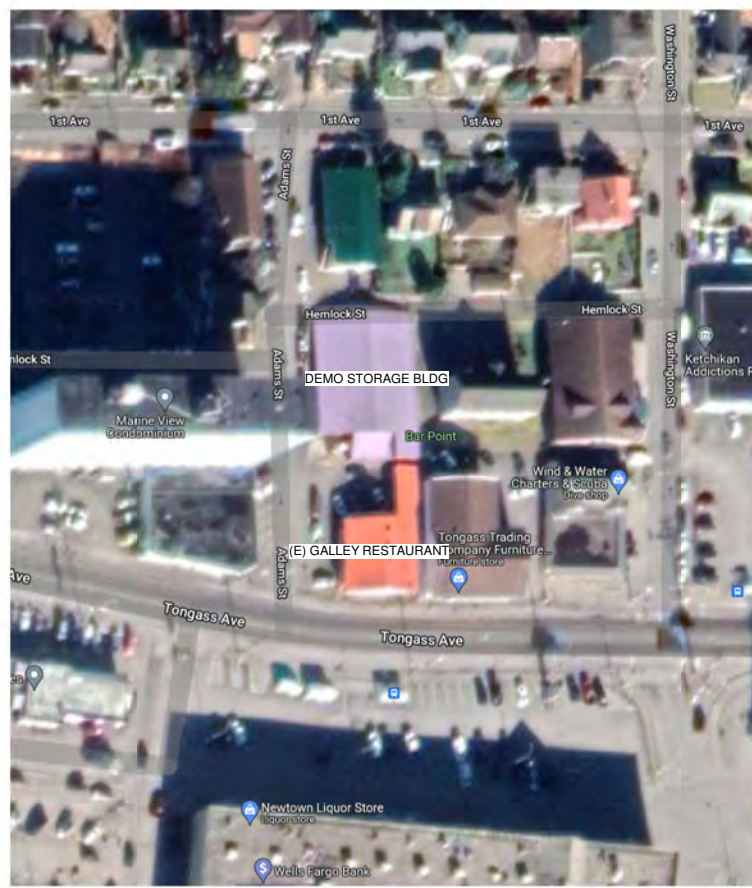
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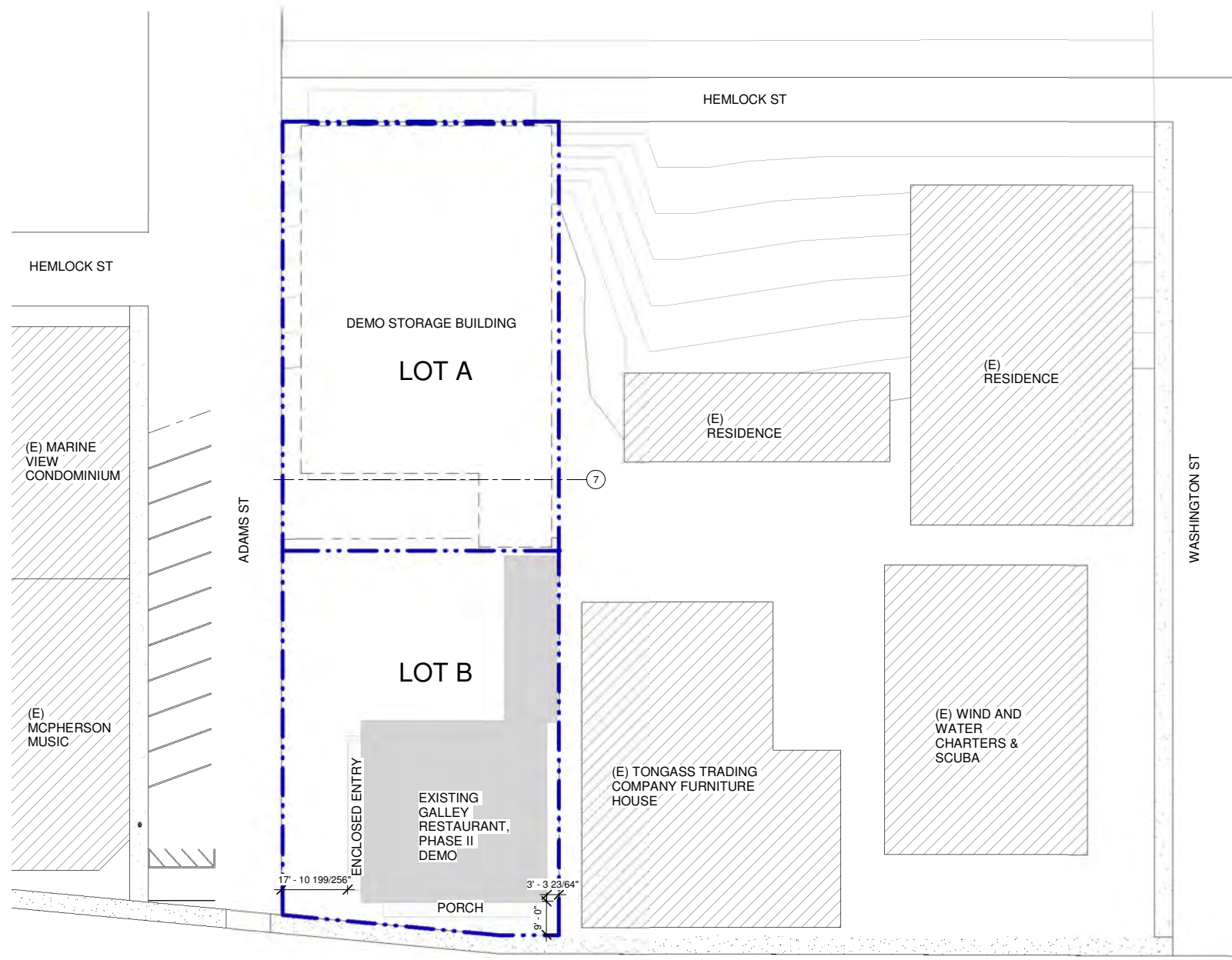
A110

NOTE: 11"x 17" PRINT IS HALF SIZE

PROPOSED PROJECT TO BE LOCATED ON LOT A AS SHOWN. PROJECT DEVELOPER OWNS LOT B AND PLANS TO DEVELOP PHASE II OF THE PROJECT.



SATELLITE IMAGE OF SITE



1 EXISTING SITE PLAN
 1" = 20'-0"
 0' 8' 16' 32'





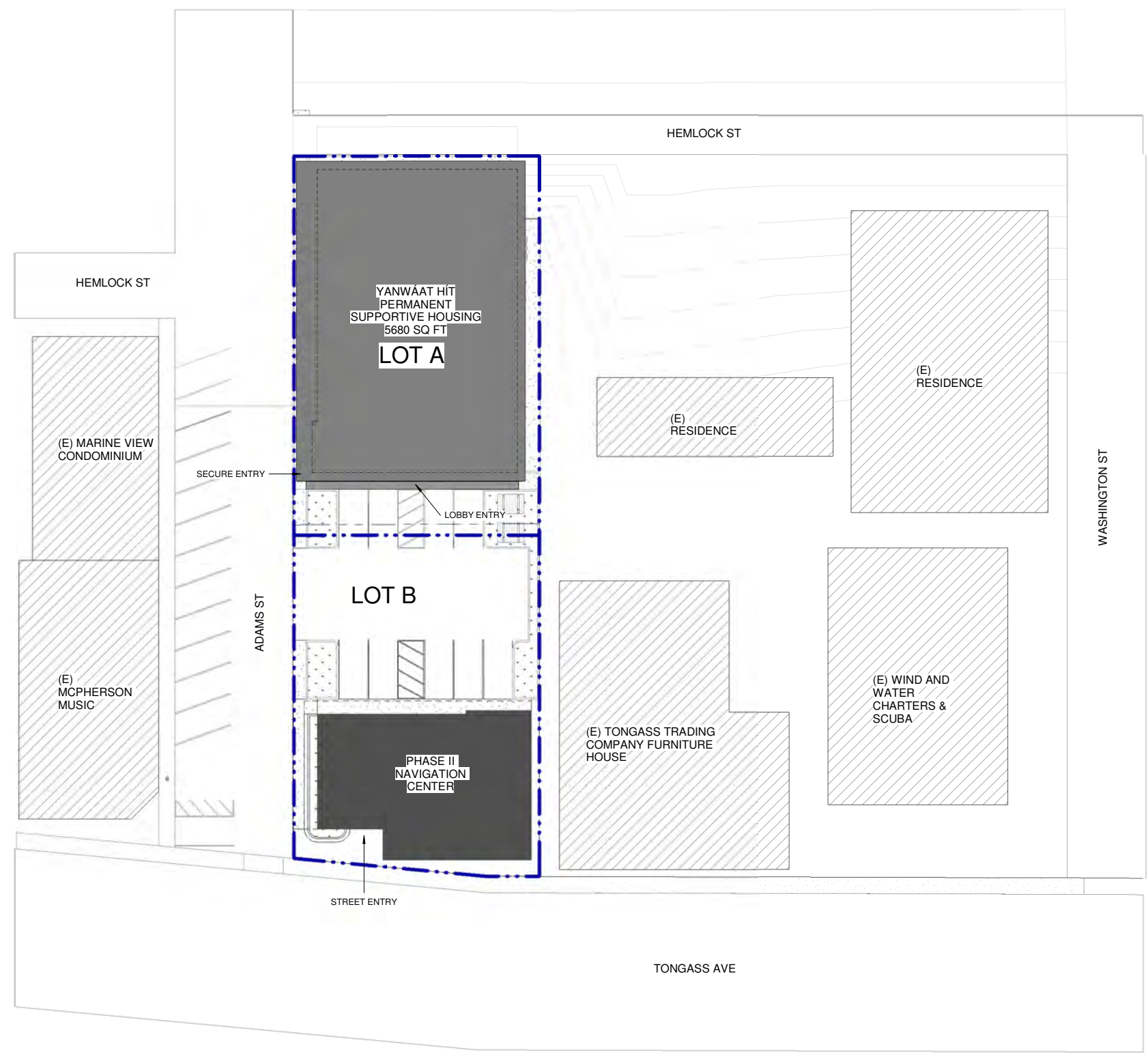
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Schematic Design

KIC - Permanent Supportive Housing

Ketchikan Indian Community



1 SITE PLAN
 1" = 20'-0"

No.	Description	Date

SHEET TITLE:
 SITE PLAN

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A111

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KIC - Permanent Supportive Housing

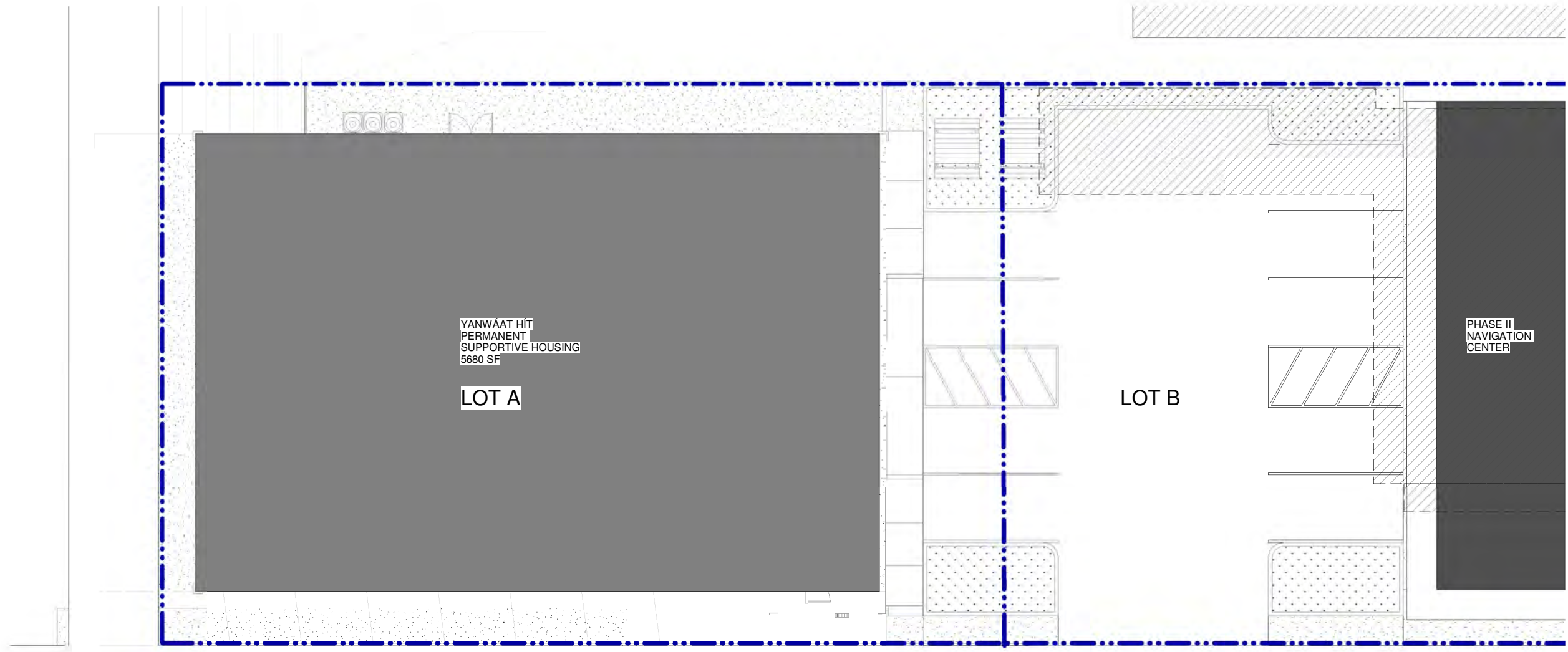
Ketchikan Indian Community

No.	Description	Date

SHEET TITLE:
 ENLARGED SITE PLAN

DATE: 06.20.2023
 DRAWN: Author
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SHEET NO.
A112



YANWAAT HIT
 PERMANENT
 SUPPORTIVE HOUSING
 5680 SF

LOT A

LOT B

PHASE II
 NAVIGATION
 CENTER

ADAMS ST

1 ENLARGED SITE PLAN
 1/8" = 1'-0" 0' 4' 8' 16'

NOTE: 11"x 17" PRINT IS HALF SIZE



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Ketchikan Indian Community

No.	Description	Date

SHEET TITLE:
FLOOR PLAN 1 & 2

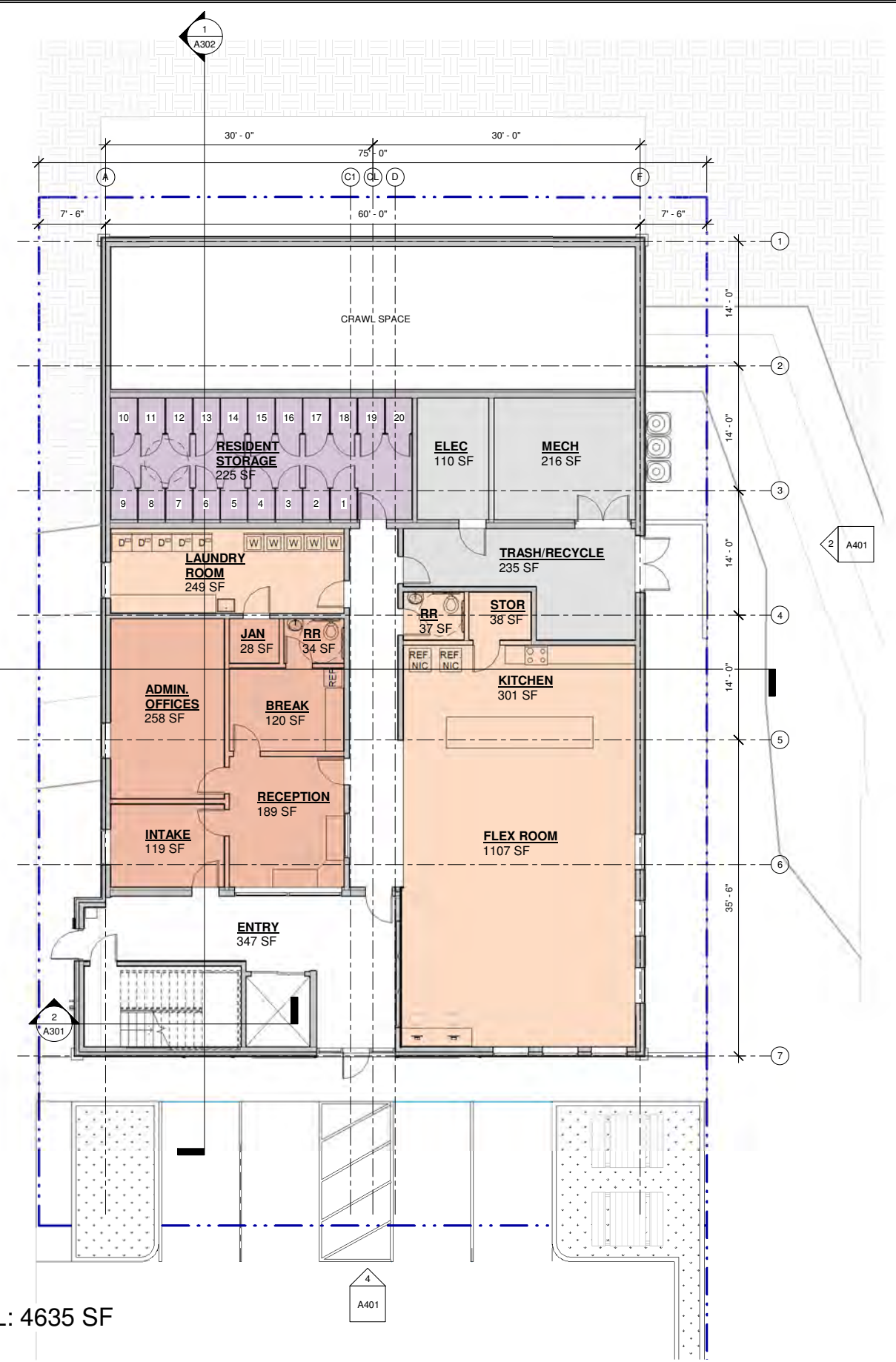
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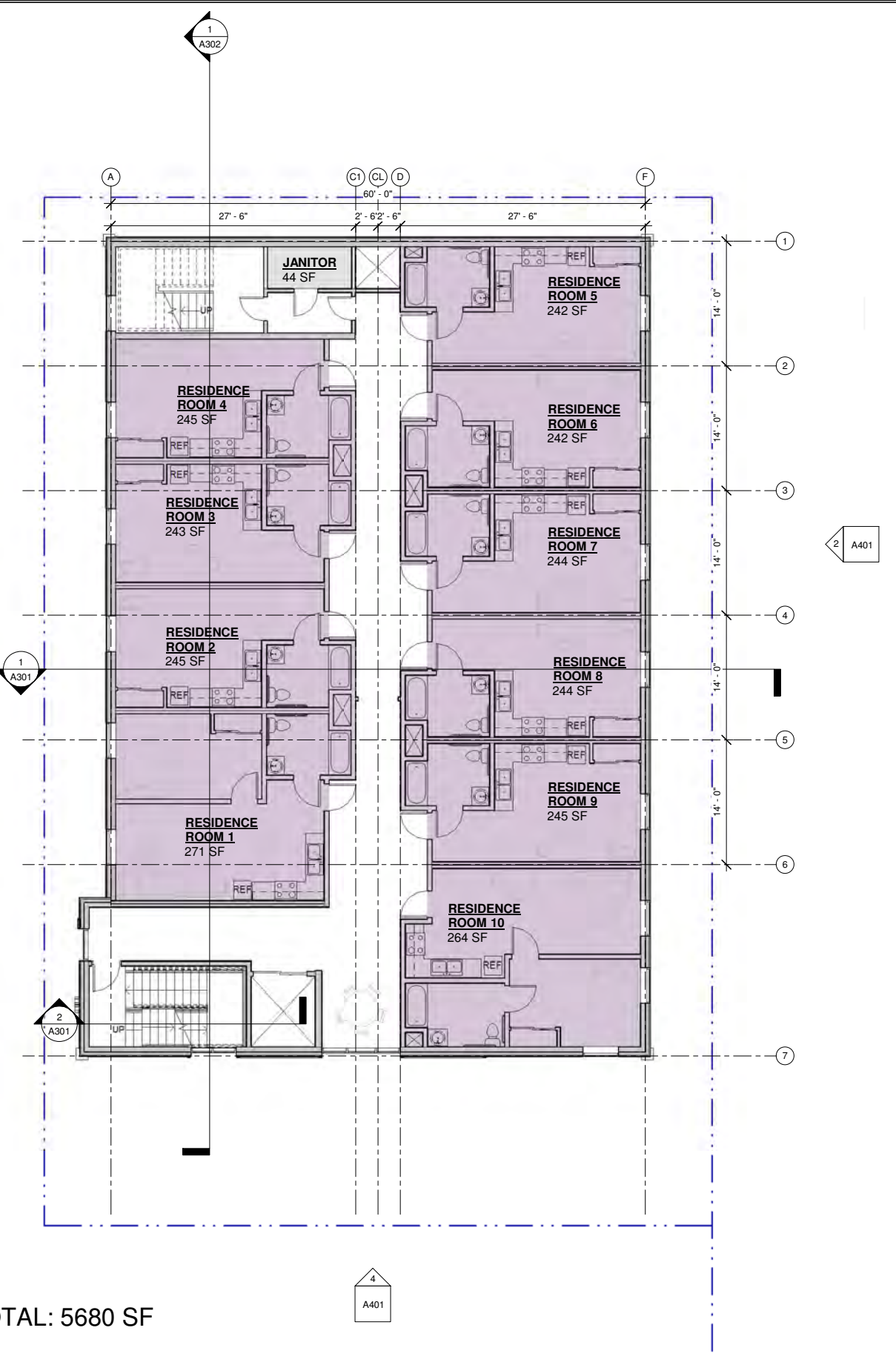
SHEET NO.

A201



TOTAL: 4635 SF

2 FLOOR 1
1/8" = 1'-0"
0' 4' 8' 16'



TOTAL: 5680 SF

1 FLOOR 2
1/8" = 1'-0"
0' 4' 8' 16'



NOTE: 11"x 17" PRINT IS HALF SIZE



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ARCHITECTURE · PLANNING · INTERIORS

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No.	Description	Date

SHEET TITLE:
FLOOR PLAN 3 & ROOF PLAN

DATE: 06.20.2023

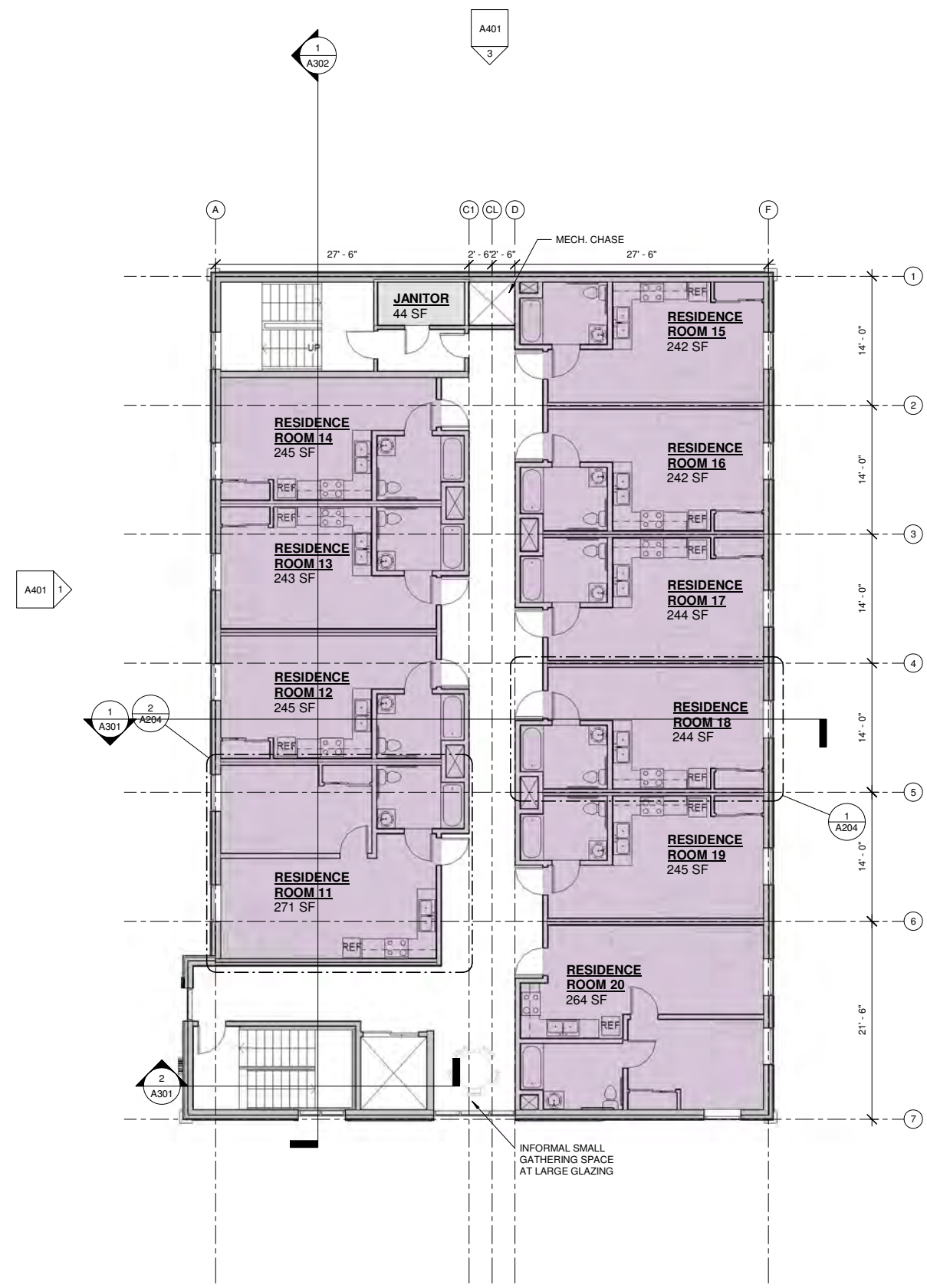
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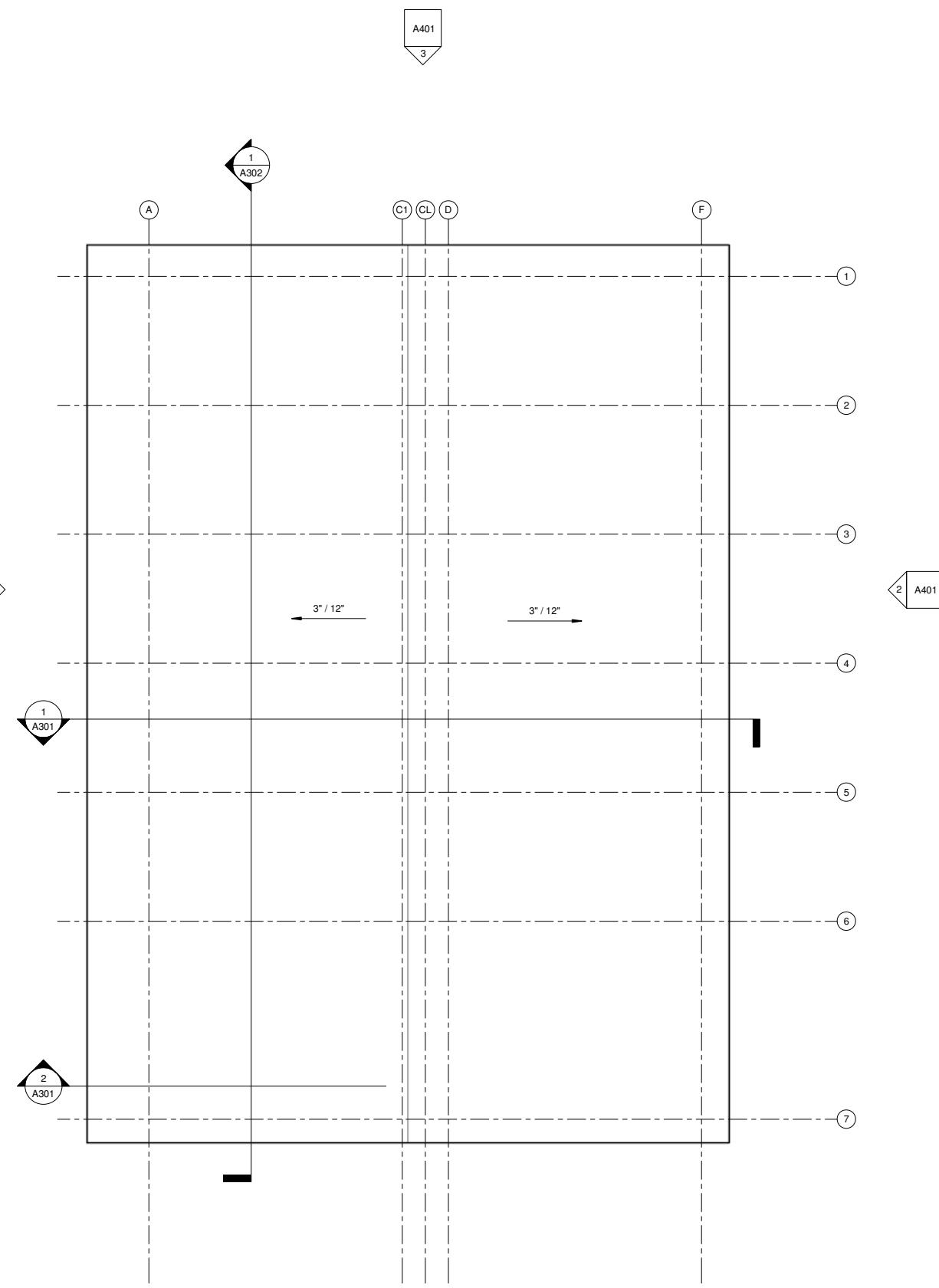
A202

NOTE: 11"x 17" PRINT IS HALF SIZE



TOTAL: 5680 SF

1 FLOOR 3
1/8" = 1'-0"
0' 4' 8' 16'



2 ROOF
1/8" = 1'-0"
0' 4' 8' 16'

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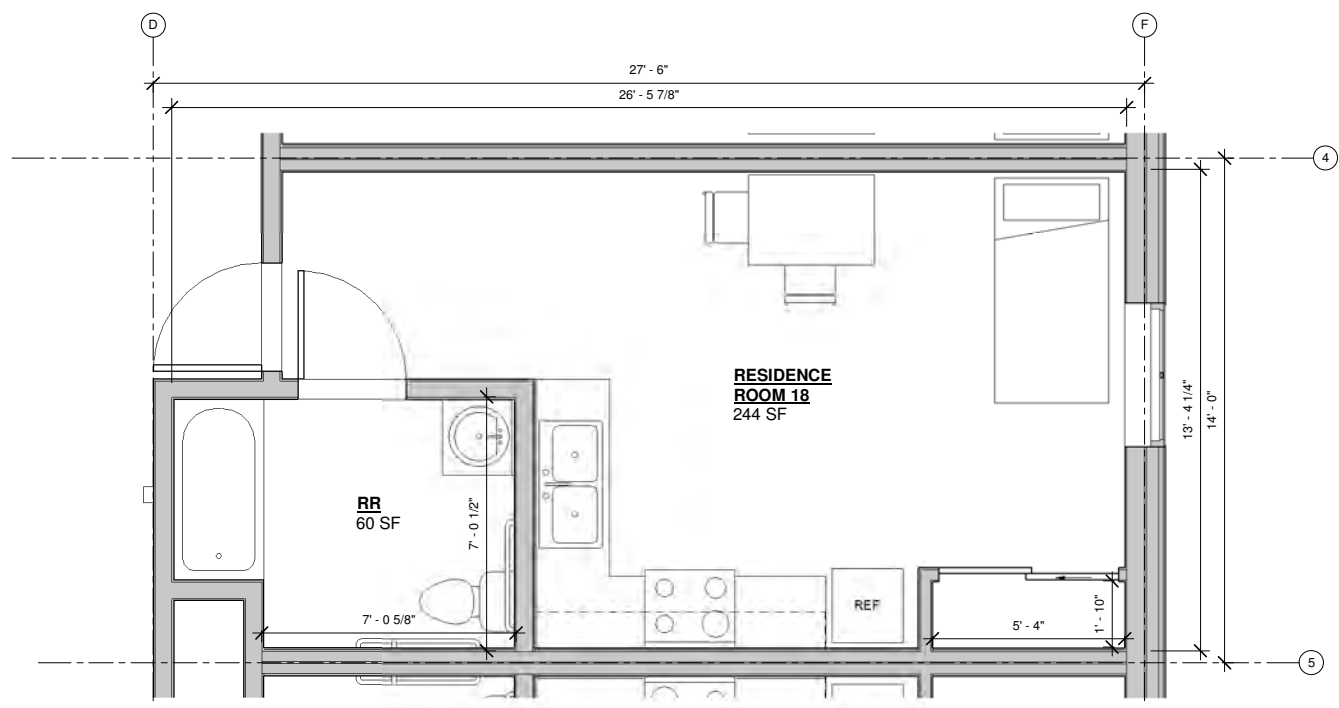
Schematic Design
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 Ketchikan Indian Community

No.	Description	Date

SHEET TITLE:
 ENLARGED TYP UNITS

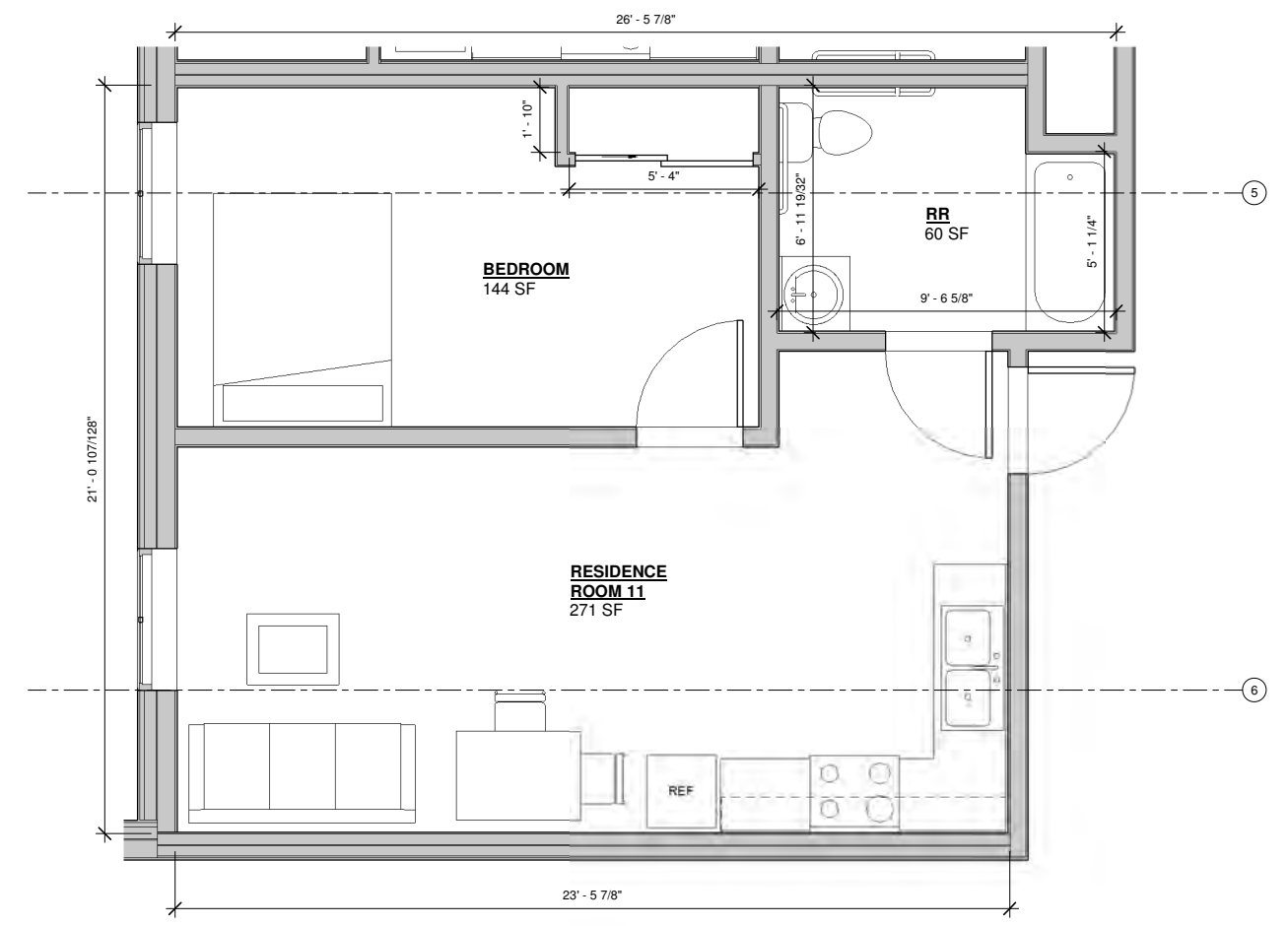
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SHEET NO.
A204



1 TYP RESIDENCE UNIT
 3/8" = 1'-0"

TOTAL: 325 SF



2 TYP UNIT W/ BEDROOM
 3/8" = 1'-0"

TOTAL: 506 SF

NOTE: 11"x 17" PRINT IS HALF SIZE



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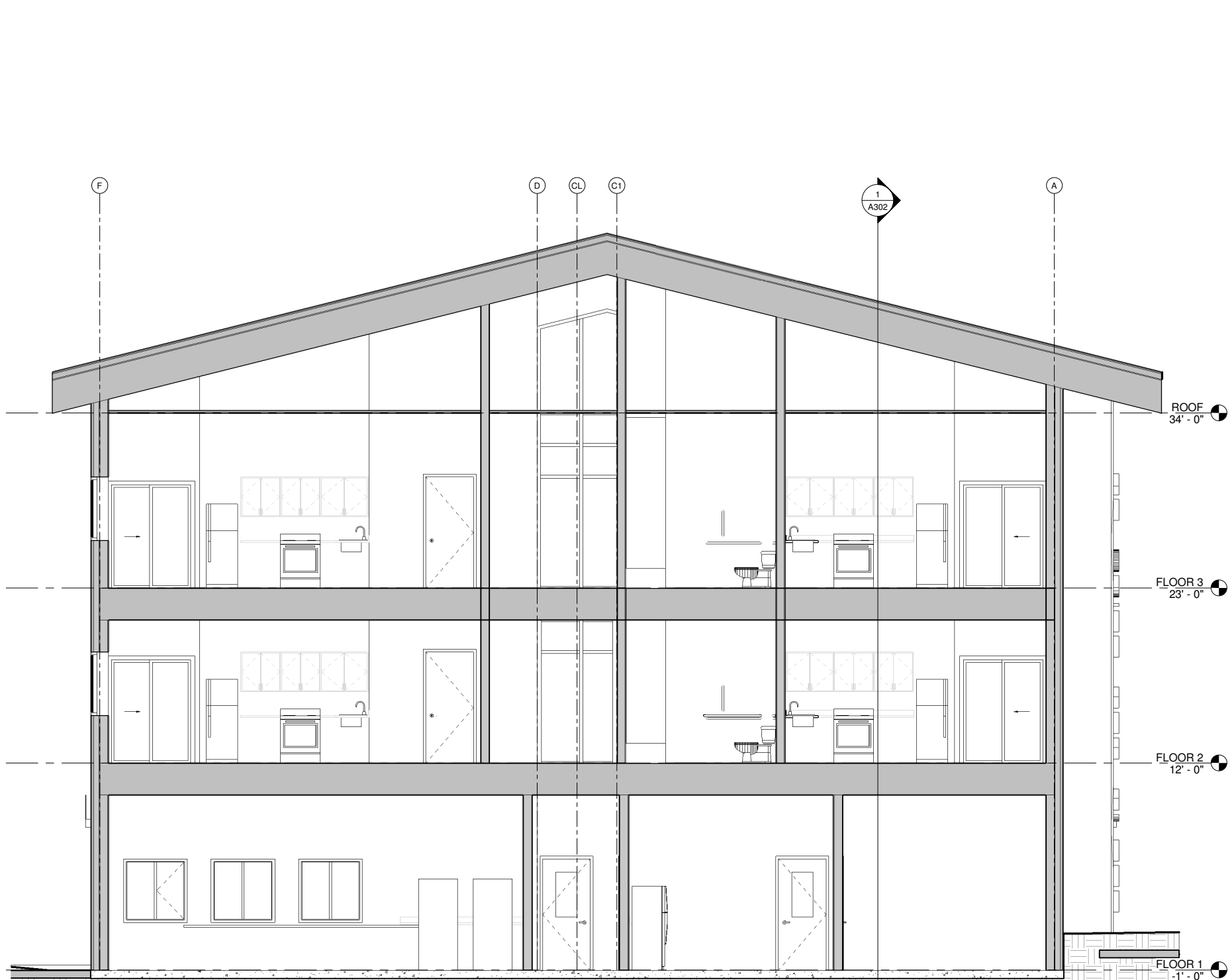
Ketchikan Indian Community

No.	Description	Date

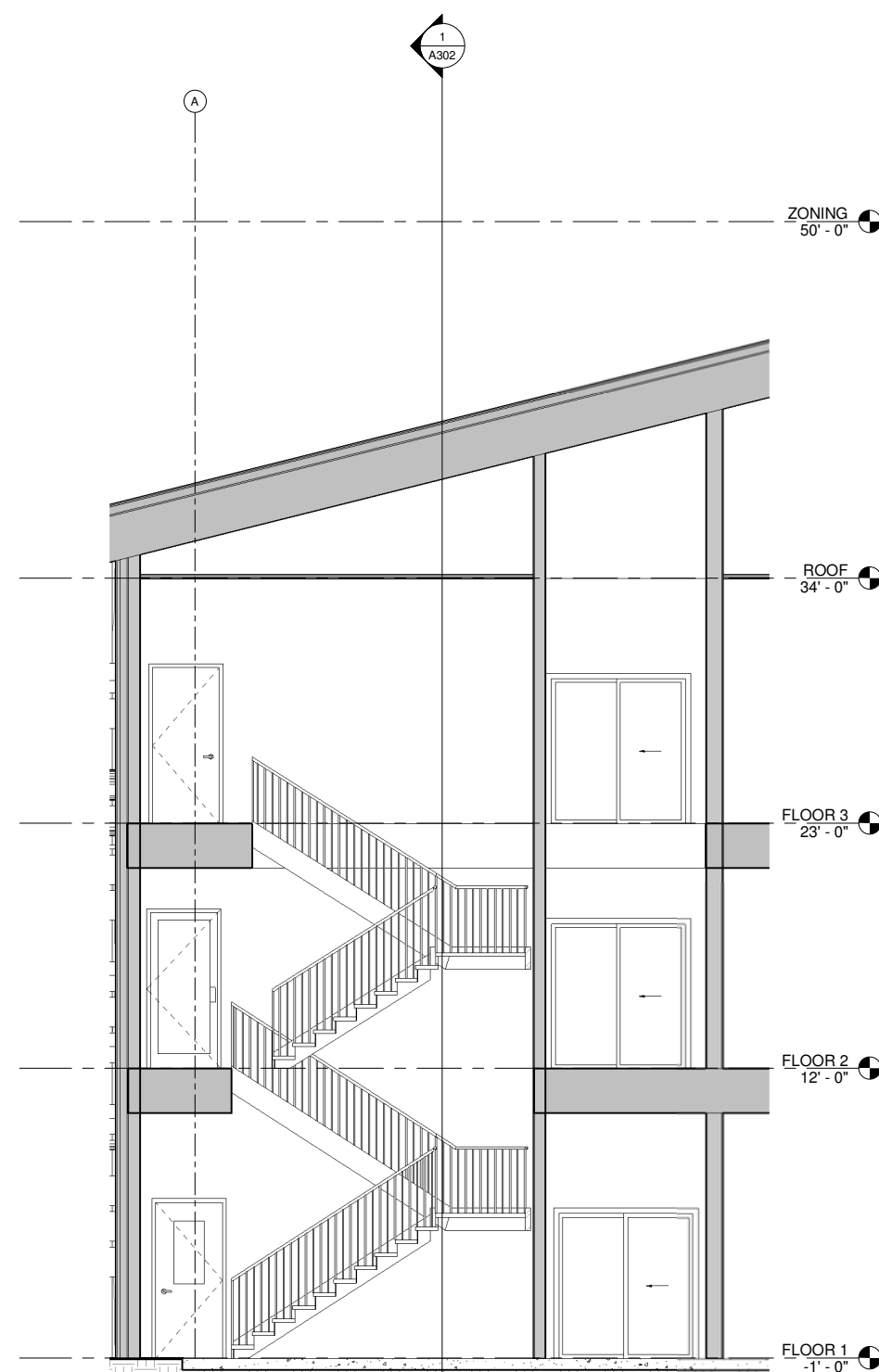
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 BUILDING SECTIONS

DATE: 06.20.2023
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SHEET NO.
A301



1 TRANSVERSE SECTION
 1/4" = 1'-0"



2 EGRESS STAIRS SECTION
 1/4" = 1'-0"

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Schematic Design

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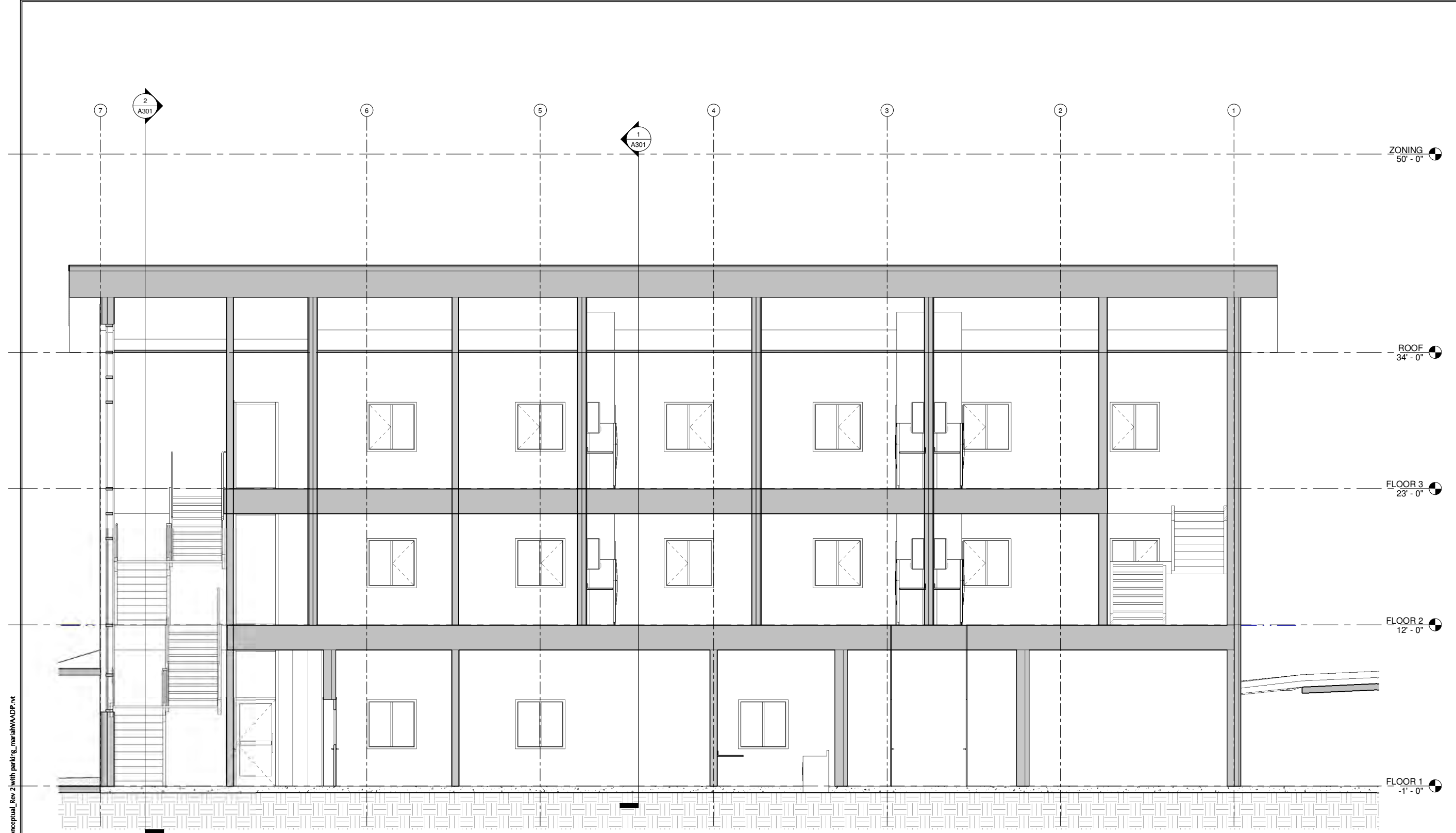
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No.	Description	Date

SHEET TITLE:
BUILDING SECTIONS

DATE: 06.20.2023
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SHEET NO.
A302



1 LONGITUDINAL SECTION
 1/4" = 1'-0"

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MRV #2238

Schematic Design
KIC - Permanent Supportive Housing
 Ketchikan Indian Community

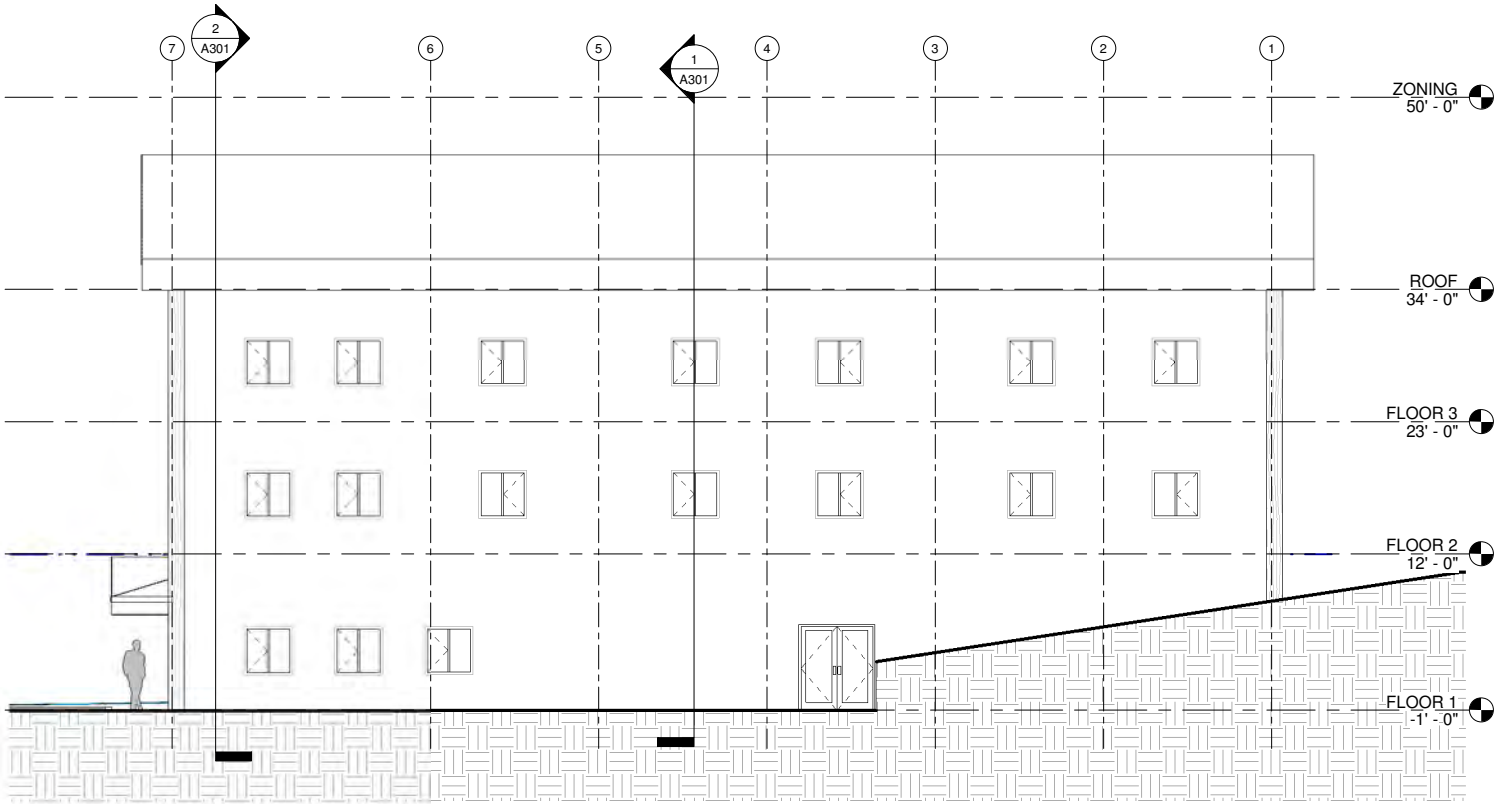
No.	Description	Date

SHEET TITLE:
BUILDING ELEVATIONS

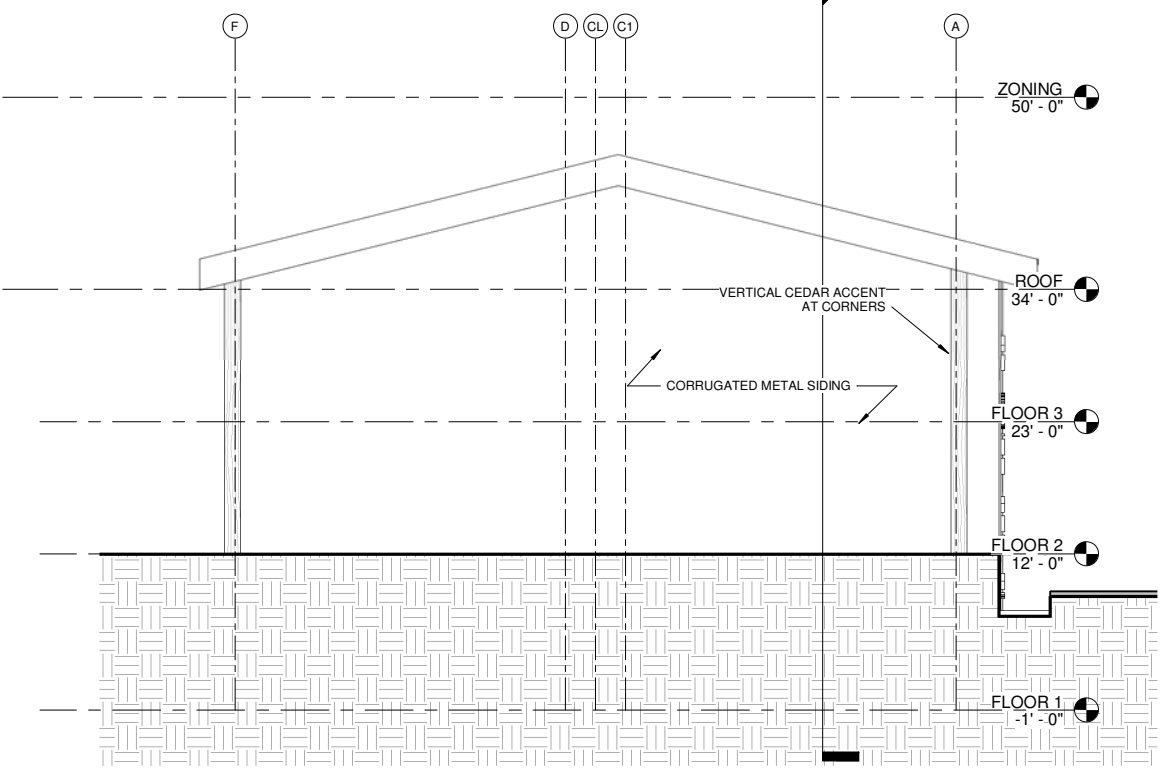
DATE: 06.20.2023

DRAWN: MRV
 CHECKED: PV

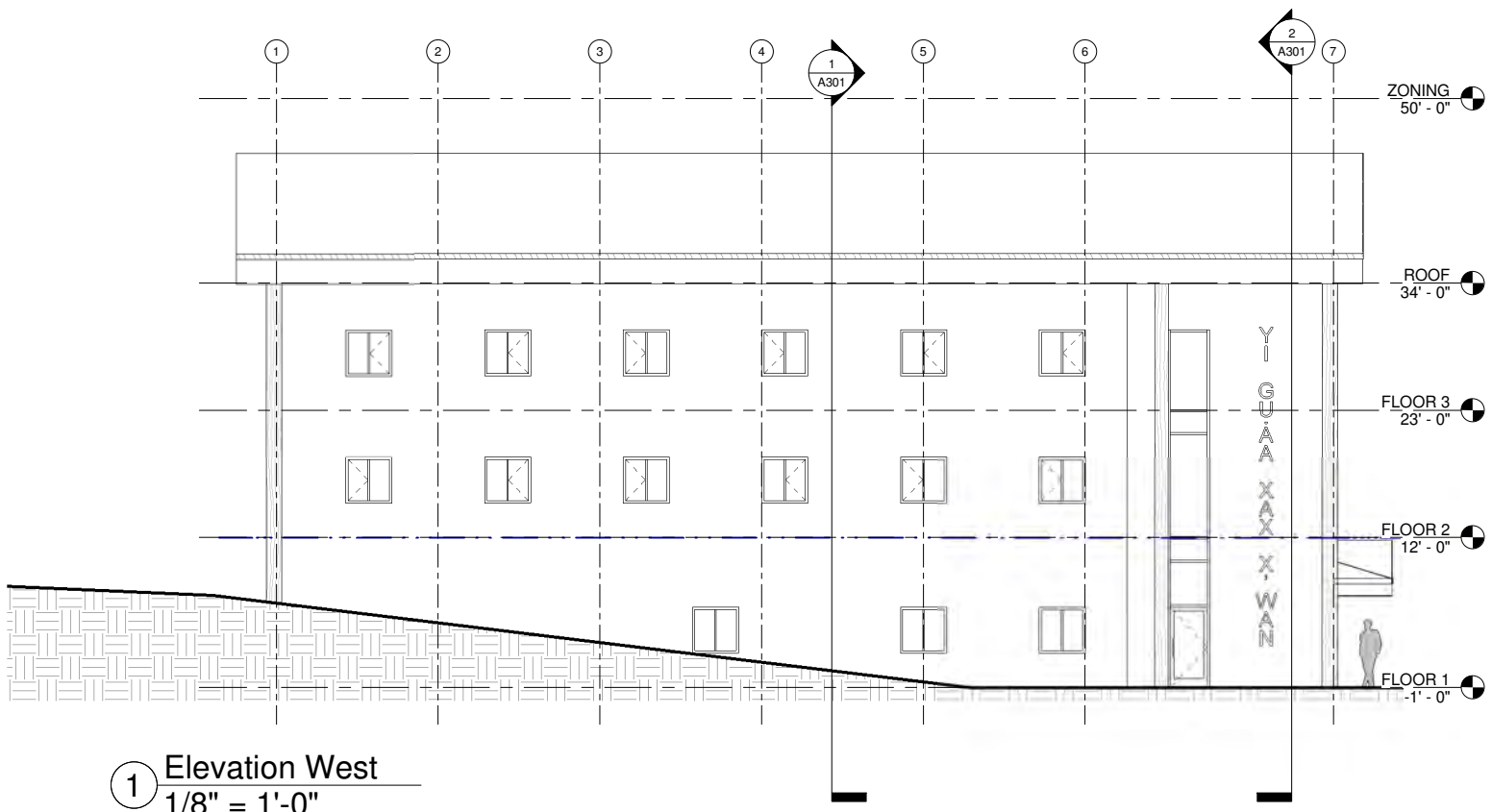
SHEET NO.
A401



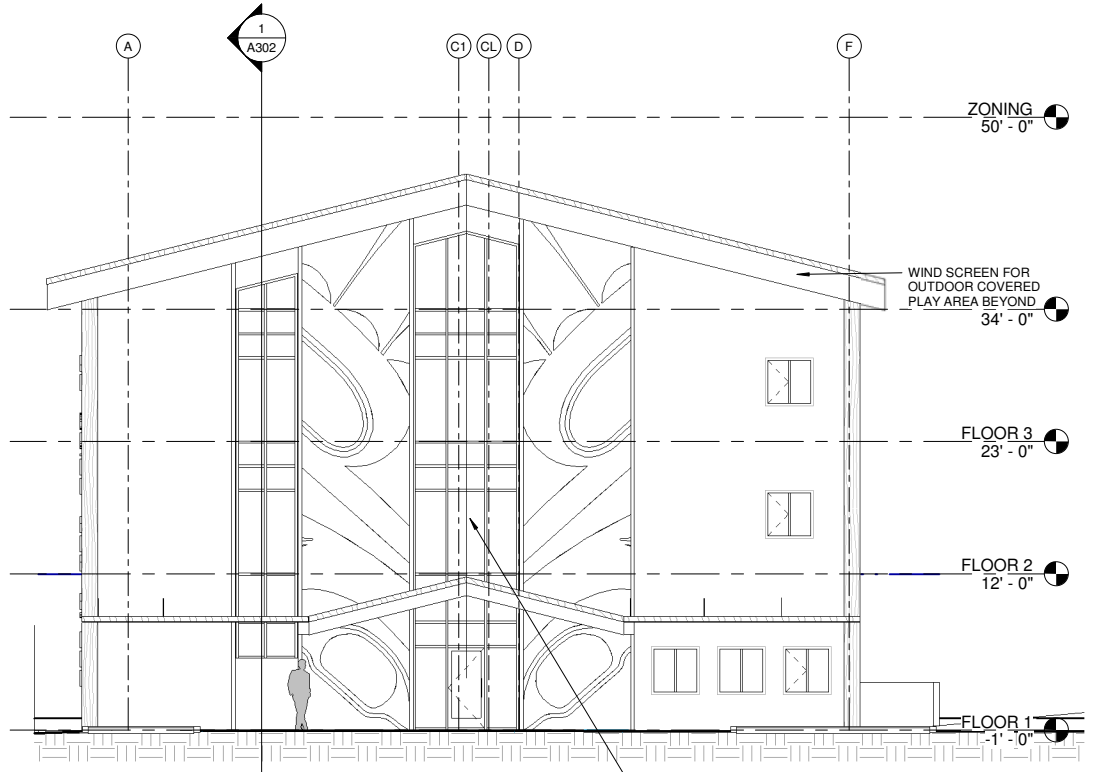
2 Elevation East
 1/8" = 1'-0"



3 Elevation North
 1/8" = 1'-0"



1 Elevation West
 1/8" = 1'-0"



4 Elevation South
 1/8" = 1'-0"

NOTE: 11"x 17" PRINT IS HALF SIZE

7/12/2023 12:14:08 PM C:\Users\m\OneDrive\Documents\KIC_PSH_Conceptual_Rev 2 with parking_mariahVAADP.rvt