

REQUEST FOR PROPOSAL (RFP)

Design Services for Repurposing of Existing Properties

Date: 1/31/25

Submission Deadline: 3/05/25

ADVERTISEMENT FOR REQUEST FOR PROPOSAL

RFP# 2025-STG-RFP-01

AHA in conjunction with the Saint George Tribal Council is seeking proposals from qualified architectural and design firms to provide comprehensive design services for the repurposing of existing properties. The goal is to transform a 6-plex and 2-3 single-family homes to meet the various needs of the community and tribal government. Proposal information packets can be obtained electronically on request from the main office of Aleutian Housing Authority by calling 907-563-2146 or by downloading from our website at <http://ahaak.org/Bidding-Opportunities.html> , beginning at 4:00 p.m. on January 31, 2025.

Proposals must be received electronically via email no later than 3:00 p.m., Alaska time, March 5, 2025. Any proposals received after the time listed above will be returned to the proposer unopened. Facsimile submittals will not be accepted.

The information contained in the proposal information packets will be used as a guide in the preparation of any subsequent contract(s). Native preference is provided, as required by the Indian Preference (Section 7 (b)) of the Indian Self-Determination Assistance Act; [U.S.C. 450e(b)], and Equal Employment Opportunity (Executive Order 11246)

Aleutian Housing Authority reserves the right to reject any and all proposals and waive any informality in procedures.

INTRODUCTION

AHA in conjunction with the Saint George Tribal Council is seeking proposals from qualified architectural and design firms to provide comprehensive design services for the repurposing of existing properties. The goal is to transform a 6-plex and 2-3 single-family homes to meet the various needs of the community and tribal government. The design should ensure that the repurposed buildings meet the specific programmatic and functional needs outlined below while adhering to both State and Federal regulations and environmental considerations.

This project will involve converting existing structures into the following functional spaces:

Functional Spaces	
Tribal Office Space	Post Office
Meeting Space	Local Store
Commercial Kitchen	Alcohol Dispensing Facility
Residential Units (for essential personnel and visitors)	

We invite proposals from qualified individuals or firms that have experience in similar projects, including adaptive reuse and mixed-use developments. Proposals should address the scope of work, timeline, and cost estimates.

PROJECT SCOPE

The individual or firm selected will be responsible for providing design services that include, but are not limited to, the following:

1. Analysis of Existing Structures

Perform a thorough analysis of the current condition of the 6-plex and 2-3 single-family homes to assess their suitability for the repurposing project.

Provide a structural assessment, identifying areas needing repairs or modifications to meet the new functional requirements.

Identify any potential constraints or challenges related to the existing structures and recommend solutions for addressing them.

2. Repurposing Plan and Design Development

Develop a repurposing plan and design based on the following functional needs:

Tribal Office Space: Design office space to accommodate current and future administrative staff and programs. Consideration of open office spaces, private offices, conference rooms, storage, and general work areas. Integration of appropriate technology, IT infrastructure, and utilities. Compliance with ADA (Americans with Disabilities Act) standards and other accessibility requirements.

Meeting Space: Design a conference/meeting room that can accommodate up to 50 people for public meetings and tribal administrative needs. The room should be versatile to host both large gatherings and smaller meetings. Audio/visual equipment setup for presentations, live streaming, and other technical needs. Accessible entrances, restrooms, and parking.

Commercial Kitchen: Design a quality kitchen facility, ideally located near the meeting space. The kitchen should be equipped to support community events, and meals for large groups, and catering services. Appropriate layout for food preparation, storage, refrigeration, and cooking. Compliance with health and safety codes and certifications for commercial kitchens.

Post Office: Design functional space to accommodate the continued operation of the local post office. Ensure the layout includes counter space for postal services, sorting areas, and storage for mail and supplies. Design for efficient customer service and staff workflow.

Local Store: Design retail space for the SGTC-managed store. Design should accommodate display areas, storage, checkout counters, and customer circulation. Consideration for access, parking, and security.

Alcohol Dispensing Facility (Beer Hall): Design a space for SGTC-managed operations.

The space should include areas for alcohol display, secure storage, customer service, and transaction points. Compliance with all applicable local, state, and tribal regulations related to alcohol sales.

Residential Units: Ensure design includes 2-3 residential units for one family, essential personnel, and itinerant visitors. The units should offer comfort, privacy, and adequate space for living, sleeping, and storage. These units should include energy efficiency and sustainability in mind.

3. Code Compliance

All designs must be in accordance with the International Residential Code (IRC) and International Building Code (IBC) as adopted by the State of Alaska.

DESIGN REQUIREMENTS

Preliminary Design Submission

- Provide preliminary design drawings, and sequencing management to AHA (Aleutian Housing Authority) in Adobe PDF format.
- The design should include layout plans for each functional space, with clear specifications for square footage and intended use.
- Include initial design options for each functional space and provide clear visual representations.
- Compliance with Regulations: All designs must comply with IRC and IBC as adopted by the State of Alaska and any other applicable codes, ADA requirements, or regulations.
- Study for Allocation: Conduct a study to finalize space allocation and funding for repurposed properties, along with plans for management and financial responsibility.

Flexibility for Future Needs: The design should allow for easy adaptation or expansion to accommodate future tribal and community needs.

Accessibility: All spaces should be fully accessible, with attention to the needs of elders, people with disabilities, and other community members.

Security and Safety: Security measures should be incorporated in the design, particularly for the alcohol dispensing facility, residential units, and commercial kitchen.

Cost Estimation: Submit a detailed cost estimate in Excel format, with the ability to select design features and upgrades to meet the repurposing budget.

The cost estimate should include costs for all phases of the design and repurpose process, as well as separate pricing for different levels of finishes, upgrades, and alternatives. The design team should consider value engineering options to balance cost and functionality.

REQUIRED QUALIFICATIONS

To be considered, the design firm must have the following qualifications:

- Proven experience in the design of similar multi-use projects, particularly adaptive reuse of residential buildings for mixed occupancy.
- A team with expertise in architecture, interior design, and space planning.
- Knowledge of ADA compliance and building codes.
- Experience working in culturally sensitive environments.
- Strong references and portfolio from similar projects.

DESIGN COMPLETION

This project is a top priority and is subject to an aggressive timeline for completion in order to meet construction deadlines. Timely delivery is critical to meet funding requirements and ensure project success. As such, all design work must be completed within 90 calendar days of the issuance of the Notice to Proceed for the A/E contract. This includes all phases of the project scope of work. "A/E Completion" includes having 100% construction drawings finalized, stamped, and ready to begin the repurposing and phase.

PROPOSAL SUBMISSION REQUIREMENTS

Proposals must include the following:

- **Cover Letter:** A brief introduction to the firm and why it is qualified to undertake this project to include the acknowledgment of the number of addendums.
- **Firm Profile:** Company background, including years of operation, team members, and relevant expertise. Please keep it concise and relevant to the proposal intent
- **Project Approach:** Detailed explanation of the design approach for repurposing the existing properties for mixed occupancy. This should include:
 - ◇ Conceptual designs (sketches, renderings, or preliminary layouts).
 - ◇ A clear description of how the design will meet the outlined needs.
 - ◇ Proposed project timeline and major milestones.
 - ◇ A/E Cost Estimate: An estimated budget for design services, including a breakdown of fees for each phase (e.g., conceptual design, design development, construction documents, etc.).
 - ◇ Study for allocation
 - ◇ Total projected costs for all phases of design and redevelopment activities.
- **References:** At least three references from previous clients, particularly from similar adaptive reuse or multi-functional projects.
- **Team Members:** List of key team members and their roles in the project, including relevant experience.

PROPOSAL FORMAT

Proposals should be prepared clearly and concisely, outlining the proposer's ability to meet the requirements of the RFP. Focus should be placed on the following:

- a. Adherence to the RFP instructions
- b. Responsiveness to the RFP requirements
- c. Overall completeness and clarity of the proposal.

All proposals must be signed. The proposal may be signed by an officer or authorized agent of a corporate vendor, a member of a partnership, the owner of a qualified firm, or another agent with proper authorization through a power of attorney or similar document. The name and title of the individual(s) signing the proposal must be clearly indicated directly beneath the signature.

EVALUATION & SELECTION CRITERIA

INITIAL REVIEW

A staff member will perform the initial evaluation of proposals based on the following:

1. Individual or Firm verified on SAM.GOV
2. Current professional license, as applicable
3. Current State of Alaska business license
4. Proposals adhere to the proposal submission requirements

SELECTION CRITERIA REVIEW

After the initial review has been completed, those individuals or firms that have deemed responsive will then be evaluated on the content of the proposal based on the following:

Category	Possible Points
Relevant Experience and Qualifications	30
Timeline and Ability to Meet Deadlines	10
Design Concept and Approach	40
References and Past Performance	10
Cost Proposal for Project (LOWEST TOTAL COST PROPOSAL RECEIVES 40 POINTS)	40
Minority, Women Owned Business	5
Native or Indian Owned and Operated*	5
TOTAL POINTS POSSIBLE	140

* Native Owned: please provide documentation as to qualifications, as required by Federal regulations. Request a Indian Preference Qualification Application form for submission with proposal.

SUBMISSION INSTRUCTIONS

All proposals must be submitted electronically in pdf format via email by 3 pm on March 5, 2025. Late submissions will not be considered.

Submission to include the following forms

- HUD 5369 Representations, Certifications, and Other Statements of Bidders
- Non-Collusive Affidavit
- Sealed Fee Schedule for A/E Services

Please submit proposals to by email to sealed.bids@ahaak.org

ADDITIONAL INFORMATION

Questions: All questions related to this RFP must be submitted in writing to [questions.rfp@ahaak.org] by February 20, 2025. Answers will be provided to all interested parties.

No oral changes or interpretations of any provision in this RFP are valid. Any changes, clarifications, or amendments will be made through a written addenda issued by AHA as deemed necessary.

PREPARATION COSTS

AHA will not be liable for any costs associated with proposal preparation, nor for any expenses or attorney fees related to any challenges concerning the selection of the highest ranked proposer, the awarding of the contract, or the rejection of a proposal, whether administrative, judicial, or otherwise. By submitting a proposal, each proposer agrees to these terms and waives any claims for such costs or fees.

REJECTION OF PROPOSALS

AHA reserves the right to reject any or all proposals that, in its sole discretion, are deemed not to be in the best interest of the organization.

CONTRACT DOCUMENTATION INFORMATION

1. HUD 51915 Model Form of Agreement Between Owner and Design Professional
2. AHA Indian Preference Qualification Application (if applicable)
3. HUD 5369 – Representations, Certifications, and Other Statements of Bidders
4. Request for Proposal for Services as submitted
5. PSA - Agreement between Owner and Contractor
6. Non-Collusive Affidavit
7. US Department of HUD | Technical Salary Determination

END OF RFP

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

OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Model Form of Agreement Between
Owner and Design Professional**

Model Form of Agreement Between Owner and Design Professional

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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Introduction to Agreement

Agreement

made as of the _____ day of _____ in the year (yyyy) of _____

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

Article A: Services

A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- o Architecture
- o Site Planning
- o Structural Engineering
- o Mechanical Engineering
- o Electrical Engineering
- o Civil Engineering
- o Landscape Architecture
- o Cost Estimating
- o Construction Contract Administration

A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- o Site plan(s)
- o Schedule of building types, unit distribution and bedroom count
- o Scale plan of all buildings, and typical dwelling units
- o Wall sections and elevations
- o Outline specifications
- o Preliminary construction cost estimates
- o Project specific analysis of codes, ordinances and regulations
- o Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- o Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- o Outline specifications
- o Cost estimates and analysis
- o Recommendations for phasing of construction
- o Site plan(s)
- o Landscape plan
- o Floor plans
- o Elevations, building and wall sections
- o Updated three dimensional line drawings
- o Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, in a detailed manner, include all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- o Solicitation for Bids
- o Form of Contract
- o Special Conditions
- o General Conditions
- o Technical Specifications
- o Plans and drawings
- o Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- o Responding to inquiries
- o Drafting and issuing addendum approved by Owner
- o Attending prebid conference(s)
- o Attending public bid openings
- o Reviewing and tabulating bids
- o Recommending list of eligible bids
- o Recommending award
- o Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract.
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report weekly, semi monthly, monthly, or _____ This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and counter-sign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within _____ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within _____ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o Bidding, Construction and Contract Documents within _____ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

Article B: Compensation and Payment B.

1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ _____ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ _____ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B. 2.1.2 Long Distance Telephone Costs. Long distance tele-phone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

B. 3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

Article C: Responsibilities

C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ _____ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns,

rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement. Both the owner and design professional are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>) and compliance with the ADA requires adherence to the 2010 ADA standards (See https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards_prt.pdf).

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law.

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional’s personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional’s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner’s convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are re-quired by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount
_____	_____
_____	_____
_____	_____
_____	_____

D. 1.8 Retention of Rights. Neither the Owner’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional’s negligent performance of any of the services furnished under this contract.

Article E: Additional Requirements

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 2 CFR 200, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. 1.8 Disputes. In part because of HUD regulations (2 CFR 200, this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: 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.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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 135, 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 135 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 135, 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 135. 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 135.

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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$150,000). Because of 2 CFR 200) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (2 CFR 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with 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 (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 § CFR Part 1, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, disability, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government. Pursuant to 24 CFR § 1000.12, other civil rights statutes do apply to Indian Housing Authorities such as, Section 504, the Indian Civil Rights Act, and the Age Discrimination Act. (29 USC 794; 25 USC 1301.1303; and 42 USC 6101-6107 respectively).

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

Article F: Other Owner Requirements (if any)

(Continue on additional pages as necessary)

This Agreement is entered into as of the day and year first written above.

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

Addendum (If any)

(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the _____ day of _____ in the year (yyyy) of _____ between the Owner _____ and Design Professional _____ on Project _____. The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications.

This Addendum is dated this _____ day of _____ in the year (yyyy) of _____

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

**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)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] 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)

Professional Services Agreement Between Owner and Design Professional



ORIGINAL AGREEMENT IS MADE:

CONTRACT ENDS: UPON COMPLETION OF SOW

BETWEEN:

The Owner:

Aleutian Housing Authority
520 E 32nd Avenue
Anchorage, AK 99503
TEL: (907) 563-2146
FAX: (907)563-3105

And the Contractor:

Purpose: Provide professional engineering design services incidental to the repurposing of underutilized housing stock, including a 6-plex and potentially 2-3 single-family homes and conduct a study to finalize space allocation and funding for repurposed properties, along with plans for management and financial responsibility in St. George, Alaska.

General Objective. The purpose of this Contract is to provide a design with essential community infrastructure through a “build-to-suit” approach. Design team will repurpose selected properties in St. George to meet the agreed-upon needs, within the funds provided by the Saint Geroge Tribal Council (SCTC) and in compliance with all applicable laws and regulations.

1. **Relationship of Parties:** The parties intend that an independent Contractor relationship be established by this Agreement. Contractor is retained only for the purpose and to the extent set forth in this Agreement. Contractor is not to be considered an agent or employee of the Aleutian Housing Authority (AHA) for any purpose and will not be eligible to participate in or receive any of the benefits to which AHA employees are entitled. Contractor is free to contract for similar services to be performed for others except as may be precluded by this Agreement.
2. **Scope of Work:** Provide design services as required to meet the development objectives identified in the RFP. Design services which will include the following tasks, as well as other incidental activities as may be required to meet the development objectives identified in the purpose above.
 1. Tribal Office Space: Sufficient for current and future administrative and program needs.
 2. Meeting Space: A conference/ meeting room that can accommodate both tribal administrative needs and up to 50 people for public meetings.
 3. Commercial Kitchen: A high-quality kitchen facility ideally located near the meeting

- space.
4. Post Office: Space for continued operation of the local post office.
 5. Local Store: Space for the SGTC-managed store.
 6. Alcohol Dispensing Facility: Space for the SGTC-managed off-sale operations (a/k/a “beer hall.”)
 7. Residential Units: Housing for one family, essential personnel, and itinerant visitors (2–3 units total).

2.1 Due 60 calendar days after issuance of the Notice-to-Proceed

Task 1 – Analysis of Existing Structures

- Perform a thorough analysis of the current condition of the 6-plex and 2-3 single-family homes to assess their suitability for the repurposing project.
- Provide an assessment, identifying areas needing repairs or modifications to meet the new functional requirements.
- Identify any potential constraints or challenges related to the existing structures and recommend solutions for addressing them.

Task 2 – Preliminary Design – Develop a repurposing plan and design based on the following functional needs:

- **Tribal Office Space:** Design to accommodate current and future administrative and program needs.
- **Meeting Space:** Design a versatile conference/meeting room for up to 50 people.
- **Commercial Kitchen:** Design a kitchen facility, ideally located near the meeting space.
- **Post Office:** Space for the continued operation of the local post office.
- **Local Store:** Space for the SGTC-managed store.
- **Alcohol Dispensing Facility:** Space for the SGTC-managed off-sale operations.
- **Residential Units:** Housing for one family, essential personnel, and itinerant visitors (2–3 units).

All designs will be in accordance with the Design Requirements as outlined in the RFP and meet the adopted International Residential Code (IRC) and International Building Code (IBC) by the State of Alaska.

Task 3 – Space Allocations – Finalize space allocation and funding for repurposed properties, along with plans for management and financial responsibility.

2.2 Started within 61 days after issuance of the Notice-to-Proceed and completed within 90 days.

Task 1 – Final Design Incorporating input from AHA and SGTC, develop a final design package,

including design drawings, and material specifications within 14 calendar days of issuance of written notice to proceed. The final design package shall include the following elements, at a minimum:

- Structural design criteria and structural general notes
- Structural calculations showing complete analysis of vertical and lateral loads, as well as sizing of all floor, wall, and roof framing members and connections, design of the lateral force resisting system, and itemization of design forces for wall and roof cladding attachments
- Structural material specifications
- Foundation plans, sections, and complete details for each unique footing, foundation wall, and floor/foundation wall interface condition
- Floor framing plans and complete details for each unique interior and exterior bearing condition, including details for significant floor openings or penetrations such as crawlspace access hatches, bath tub and toilet drain and waste piping, etc.
- Roof framing plans including roof truss profile drawings, roof loading diagrams, and complete details of each unique roof bearing condition and roof/wall interface condition
- Shear wall plans and details showing configurations of hold downs and fully describing the complete lateral load path for the building

Submit the final design package to AHA, in both Adobe PDF (drawings and calculations) and AutoCAD v2014 compatible DWG file formats (drawings only).

Task 2 – Construction Phase Services

During the estimating, procurement, and construction phases of the project, promptly respond to AHA inquiries and requests for clarification on matters pertaining to the structural design of the project. Provide written clarifications, supplemental design drawings, and/or sketches as may be required to address any errors, omissions, constructability issues, or conflicts discovered during the course of the work.

3. **Professional's Additional Services:** Additional Services are all those services provided by the Contractor on the Project for the Owner that are not defined in Section 2 – Scope of Work or otherwise required to be performed by the Contractor under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Contractor and not due to any errors, omissions, or failures on the part of the Contractor to carry out obligations otherwise set out in this Agreement.
4. **Changes in Protocol or Scope of work:** Changes in the project scope may result in changes to the level of effort of the Contractor. Such changes in work will be reviewed and negotiated and a modification/amendment will be issued. The owner is under no obligation to pay for work or services performed by the contractor prior to the issuance of any written modification/amendment. Any changes in the terms, conditions, or scope of work of this agreement shall require the written consent of both parties.

5. **Compensation – Basic Services:** The Owner will pay the Professional for the performance of the agreement on a Lump Sum basis with a not-to-exceed (NTE) of \$6,100 (Six Thousand One Hundred Dollars) for the scope of work outlined in section 2 based on the proposal and fee schedule submitted September 29, 2015.

If additional effort beyond the NTE amount is required to complete work on the project, AHA will issue a modification for additional work as required or as deemed necessary.

- 6 **Invoicing and Payments:** All payments shall require a written invoice from the Contractor. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services. Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

Upon the Contractor's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within 30 days of the Owner's receipt of the invoice.

- 7 **Reimbursables:** The Contractor shall obtain the Owner's advance written approval for any reimbursable expenses prior to incurring such expenses. The Owner will pay the Contractor for authorized reimbursable expenses plus 10% markup within 30 days of receipt of the Contractor's acceptable itemized invoice.

7.1 Travel Costs - The reasonable expense of travel costs incurred by the Contractor when requested by Owner to travel to a location that lies outside of a 45 mile radius of the Project site, Contractor's office(s), and Owner's office.

7.2 Long Distance Telephone Costs - Long distance tele-phone calls and long distance telefax costs.

7.3 Delivery Costs - Courier services and overnight delivery cost.

7.4 Reproduction Costs - Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Contractor or Subcontractor's own use.

7.5 Additional Reimbursable - The Contractor and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursable shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these reimbursable shall be established.

8. **Term:** This agreement will be effective from the date of execution, on or about ENTER DATE ; through the completion of the contracted services to be provided as outlined above in Section 3, but in no case shall this agreement be in effect beyond the completion of full SOW.

Period of Performance:

- Final Design - Within 90 days of issuance of written notice to proceed.

Closeout Period: 30 days from completion of full Statement or Scope of Work

9. **Post Completion Requirements:** All drawings, technical specifications, final invoicing or other

report requirements outlined in the scope of work in section 2 must be submitted per the Closeout Period above. In addition, if the required close-out documentation is not submitted within the timeframe specified in section 8, a charge of \$100/day will be levied against the contract balance until all close-out documentation has been received by AHA.

10. Quality of Work: AHA, acting through the Executive Director, or their designee, reserves the right to reject as unsatisfactory any work products deemed unusable for the purposes intended because they fail to meet reasonable professional standards or do not conform to the specifications provided in Section 2. Prior to any final rejection of Contractor work product, Contractor shall be notified of any specific deficiencies, and will be given ten working days to correct such identified deficiencies and resubmit the work product for approval and payment.

11. Contractor Responsibilities: The Contractors shall provide the Scope of Work set out in Section 2

11.1 Additional Services - When required under this Agreement or agreed to as set out in Section 3, the Contractor shall provide Additional Services on the Project.

11.2 General Responsibilities - The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Contractor under this Agreement. The Owner's review, approval, acceptance of, or payment for Contractor services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Contractor's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

11.3 Compliance with Laws, Codes, Ordinances and Regulations - The Contractor shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. If the Project is within an Indian reservation, tribal laws, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a Native American Projects, the Owner may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be selected by the Indian or Native American Owner. The Contractor shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Contractor shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Contractor shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Contractor shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Contractor, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Contractor to be entitled to any additional compensation or reimbursement.

11.4 Seal - Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law or by the Project.

11.5 Attendance at Conferences - The Contractor or designated representative shall attend

project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

12. Owner Responsibilities – Information: The Owner shall provide information regarding requirements for the project including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for tile Project. The Contractor, however, shall be responsible to ascertain and mow federal requirements and limitations placed on tile Project.

12.1 Notice of Defects - If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Contractor.

12.2 Contract Officer - The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Contractor and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Contractor's work.

12.3 Duties to Furnish - The Owner shall provide the Contractor the items listed below.

12.4 Survey and Property Restrictions - The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require tile Contractor to furnish any of these items as an Additional Service.

12.5 Existing Conditions - The Owner shall provide the Contractor any available "built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

12.6 Waivers - The Owner shall provide the Contractor information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the de-sign of tile Project.

12.7 Minimum Wage Rates - The Owner shall furnish the Contractor the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

12.8 Tests - When expressly agreed to in writing by both the Owner and the Contractor, the Owner shall furnish the Contractor all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

12.9 Contract Terms - The Owner or its legal counsel may provide the Contractor text to be incorporated into Bidding and Construction Contract Documents.

12. Substitutions

- A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.
- B. The Design Professional's personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of tile specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on

the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

Per proposal submitted dated

- 13. Other Terms and Conditions:** Prior to implementation of this document, Contractor will provide to AHA a certificate of insurance for general liability, professional liability insurance, and Worker's Compensation Insurance (if applicable), a completed W-9 Taxpayer I.D. Number Certification form, a copy of Contractor's current Alaska Business License and copies of applicable professional licenses.

Resource and Contract Documents

RFP & Fee proposal dated ENTER DATE

RFP #2025-STG-RFP-01 Design Services for Repurposing of Existing Properties

1. HUD 51915 Model Form of Agreement Between Owner and Design Professional
2. AHA Indian Preference Qualification Application (if applicable)
3. HUD 5369 – Representations, Certifications, and Other Statements of Bidders
4. Request for Proposal for Services as submitted
5. PSA - Agreement between Owner and Contractor
6. Non-Collusive Affidavit
7. US Department of HUD | Technical Salary Determination

- 14. Termination:** The Owner may terminate this Agreement for the Owner's convenience or for failure of the Contractor to fulfill contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for services rendered up to and including the effective date of termination.
- 15. Suspension -** The Owner may give written notice to the Contractor to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Contractor is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.
- 16. Subcontracts -** The Contractor will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.
- 17. Retention of Rights -** Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Contractor's negligent performance of any of the services furnished under this contract. IN no instance shall either party be liable for indirect, incidental, or special damages.
- 18. Contract Adjustments -** Notwithstanding any other term or condition of this Agreement, any

settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on tile cost principles applicable to the funding source.

- 19. Additional Services** - The Owner shall perform a cost or price analysis prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Contractor shall provide supporting cost information in sufficient detail to permit the Owner to perform the cost or price analysis.
- 20. Disputes:**
- (a) Except for disputes arising under the Labor Standards clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
 - (b) All claims by the Contractor shall be made in writing and submitted to the Owner for a written decision. A claim by the Owner against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (c) The Owner shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
 - (d) The Owner's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the Council in accordance with the Tribal Councils policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Owner's decision.
 - (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.
- 21. Ownership of Documents:** All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Contractor's services shall be promptly delivered to the Owner. The Contractor shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Contractor does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Contractor's written verification, such re-use will be at the sole risk of the Owner without liability to the Contractor.
- 22. Privacy Act.** The Contractor agrees to comply with any requirements of the Privacy Act of 1974, or other federal or state law as they may apply to the operation of a system of records on individuals.

All other terms and conditions as stated in the Professional Services Agreement remain in effect.

This agreement entered into as of the day and year first written above.

Owner (Signature)
ALEUTIAN HOUSING AUTHORITY

Contractor (Signature)

DRAFT

Addendum (if any)

(Additional Services and other modifications)

DRAFT

This is an Addendum to the Professional Service Agreement between AHA and CONTRACTOR signed and dated this _____ day of _____ in the year of _____ 20 _____ for the proposed building consisting of two single-story residential units, each having three bedrooms and one and one-half bathroom in Sand Point, Alaska

This addendum to the agreement entered into as of the day and year first written above.

Owner (Signature)
ALEUTIAN HOUSING AUTHORITY

Contractor (Signature)

FORM OF NON-COLLUSIVE AFFIDAVIT

**AFFIDAVIT
(Prime Bidder)**

State of _____)

) ss

County of _____)

_____, being first duly sworn, deposes and says

That he/she is the owner/a partner/ a corporate officer of the party making the foregoing proposal or bid, that such proposal or bid is genuine and neither collusive nor a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against the Aleutian Housing Authority or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:

Owner/Partner/Corporate Officer

Subscribed and sworn to me this _____ day of _____, 20

My Commission Expires: _____