



People. Partnership. Potential.

Request for Proposal

PROJECT MANAGEMENT SERVICES

Estimated 45,000 sf building, new construction in Anchorage

JANUARY, 2022

CITC-2022-N-1

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SPECIFIED DATES

CITC PROJECT MANAGEMENT SERVICES for New Construction

The contract will be in effect for the duration of this project, estimated to be 24 months plus construction warranty period.

Proposal documents will be available at the PLANS ROOM and from links on the CITC website.

RFP documents available	January 18, 2022	12:00 pm
Last day for questions	February 14, 2022	5:00 pm (CITC via email)
Proposal due date	February 20, 2022	12:00 pm (CITC via email)

**Cook Inlet Tribal Council
Request for Proposal
Project Management Services for new construction
of estimated 45,000 sf building in Anchorage, AK**

Cook Inlet Tribal Council (CITC) will accept electronically submitted proposals from responsive and responsible project management firms to provide project management services for ground up construction of an estimated 45,000 square foot building to be located on a parcel located at Northway Business Park, Wickersham Tract-1, tax parcel #004-091-89-000.

The contract will be in effect for the duration of this project, estimated to be 24 months.

Proposal documents will be available at the PLANS ROOM and from links on the CITC website.

RFP documents available	January 18, 2022	12:00 pm
Last day for questions	February 14, 2022	5:00 pm
Proposal due date	February 20, 2022	12:00 pm

CITC requires an Alaska Native/American Indian hire preference in all projects and activities per its authority under PL 93-638. To the greatest extent feasible CITC will give preference in entering into contracts and similar agreements to Alaska Native and American Indian tribes, organizations and economic enterprises. Positive efforts should be taken to utilize small businesses, minority-owned and women owned business enterprises whenever possible. Proposers are also encouraged to collaborate where possible with CITC's Alaska's People department.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Contractor shall post in conspicuous places, accessible to employees and applicants for employment, at the location of the grantee's grant project, notices setting out the provisions of AS 18.80.220.

The Contractor shall state, in all solicitations or advertisements for employees to work on this project, that the Contractor is an equal opportunity employer (EEO) and that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

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

Published January 18, 2022 through February 20, 2022, at the PLANS ROOM.

ADVERTISEMENT

INSTRUCTIONS FOR PROPOSERS
COOK INLET TRIBAL COUNCIL, INC.
Project Management Services for new construction
of estimated 45,000 sf building in Anchorage, AK

CITC is a tribal non-profit organization serving Alaska Native and American Indian people living in Southcentral Alaska. CITC helps individuals achieve their full potential through an array of support services including education, employment and training services, workforce development and programs supporting healthy families. For more information refer to www.citci.org

CITC owns an unimproved parcel located on Northway Drive in the Municipality of Anchorage. Legal description is Northway Business Park, Wickersham Tract-1, tax parcel ID 004-091-89-000. CITC is soliciting proposals from qualified firms for Project Management services to cover both design coordination and all construction management services as detailed in the attached Form of Project Management Agreement.

CITC's intention is to construct a new, multi-story (4 story) facility with approximately 45,000 square feet to include childcare, playground, parent resource center, administration, training and meeting rooms. Construction valuation is ~\$27 million.

Due to anticipated heavy demands on construction related trades for the upcoming season CITC has begun preliminary work under an existing project management contract. The work covered is limited to managing the solicitation process for a design team and coordinating designer procurement. The design coordination and all construction related responsibilities will be managed under a standalone contract which is the subject of this RFP.

Emailed Proposals: Proposals must be submitted by email (Hard copies will not be accepted). Proposals must be sent to Pita Jelley Benz by email at pbenz@citci.org no later than 12:00 pm February 20, 2022. Proposals received after that time and date will be rejected.

QUESTIONS

CITC shall not be bound by any oral interpretation of this RFP. Questions are encouraged, and should be sent to Pita Jelley Benz by email at pbenz@citci.org no later than 5:00 pm February 14, 2022. Substantive issues will be addressed by addendum.

No communication is to be directed to any other CITC employees or CITC representatives.

CONTRACT TERM

The awarded contract will be in effect for the duration of the project, estimated to be 24 months, plus the construction warranty period.

SCOPE OF SERVICES

The scope of services includes design coordination and construction management services as required and as necessary to support successful completion of this project.

Please refer to Section 7 of this solicitation for the Form of Project Management Agreement.

Project management services include the coordination and management of the design and construction phases and other services as requested by CITC.

PM will provide administration of the contracts for CITC's contractors and consultants obtained by CITC to complete the project, including: advising on solicitations, contract awards, and change orders; reviewing invoices for services and materials, and making recommendations regarding payment by CITC; and coordinating the project schedule. PM will utilize CITC's contract forms and insurance requirements to: (1) negotiate with contractors and consultants, with the exception of applicable AIA forms that will be modified, (2) will provide CITC with a reasonable opportunity to review, of at least five (5) business days; and (3) facilitate signing of approved contracts and agreements for execution by the parties. PM will provide copies of all contracts to CITC within five (5) days of signing, and will maintain and regularly provide to CITC a list of all contracts related to the project.

PM will manage the project in accordance with the latest approved programming requirements and direction from CITC. PM will schedule and conduct meetings to discuss such matters as procedures, progress, and scheduling. PM will be on site at the project site as is customarily necessary for a project manager and as PM deems necessary to perform its scope of services as described under the Project Management Agreement.

PM will be the liaison between all contractors and consultants, and between them and CITC, unless otherwise directed by CITC.

PM will endeavor to obtain satisfactory performance from the project's consultants and contractors. PM will recommend courses of action to CITC when requirements of a contract are not being fulfilled.

PM will develop and implement procedures for the review and processing of pay applications by consultants and contractors for progress and final payments for approval by CITC, consistent with CITC's contracts with its consultants and contractors.

PM will make recommendations regarding payment to CITC after conducting an inspection of the work, in conjunction with the project's consultants and contractors as required, and utilizing PM's observations and evaluations as professionals familiar with the construction industry.

PM is responsible for determining in general that the work of each consultant and contractor is being performed in accordance with the requirements of their respective contracts and will endeavor to guard CITC against defects and deficiencies in the work, in coordination with CITC's contractors and consultants.

PM will notify CITC of any defects and deficiencies in the project of which it becomes aware within a reasonable time, not to exceed five (5) business days. PM, with approval by CITC, and any consultants as required, may reject work that does not conform to the requirements of the contract documents.

PM will not have control over or charge of the work performed by any consultant or contractor and is not responsible for the means, methods, techniques, sequences, or procedures employed, or for the implementation or operation of safety precautions or programs in connection with the work of any consultant or contractor, since these are the sole responsibility of the contractors and consultants under their contracts. PM is not responsible for a consultant or contractor's failure to carry out the work in accordance with their respective contracts. PM does not have control over or charge of acts or omissions of the consultants, contractors, subcontractors, or any other persons not contracted by PM to perform work on the project.

PM will transmit to CITC, and any contractor and consultant, as required, requests for interpretations of the meaning and intent of any report, drawing, and specification and assist in resolution of questions regarding the project that may arise.

PM will review requests for changes, assist in negotiating consultant and contractor's proposals, submit recommendations to CITC, and as appropriate, the contractors and consultants with CITC's approval. If the recommendations are accepted, PM will prepare change orders incorporating the modifications to the documents.

PM will receive certificates of insurance from CITC's contractors and consultants. PM will forward the certificates of insurance to CITC, indicating to which contract they belong, within a reasonable time of their receipt or upon request by CITC.

Absent written consent of both CITC and PM, the duties, responsibilities, and limitations of PM's authority will not be restricted, modified, or extended. Consent for such restrictions, modifications, and extensions will not be unreasonably withheld by either party. For any change in PM's scope and compensation to be effective it will be approved in writing by CITC and PM.

Certificates of Substantial Completion. PM is responsible for establishing the date of substantial completion, with CITC concurrence, and issuing the certificate of substantial completion to the project participants. Prior to issuing the certificate and establishing the date of substantial completion, PM, in consultation with the project contractors and consultants, will inspect the project work for compliance with the contract documents and acceptability.

PM will notify CITC, the contractors and consultants of any remaining obligations of each and, working with each responsible party, fix a date by which each will complete all remaining obligations.

PM may, at its discretion, utilize the services of its own consultants and independent contractors to perform its activities within the scope of the PM Agreement upon notice to CITC and in the absence of any objection by CITC regarding a potential consultant or contractor.

PM will provide all information and perform its obligations to CITC under the PM Agreement with reasonable promptness to avoid delaying CITC's ability to perform its services under the PM Agreement as well as the progress of the project.

PREFERENCE STATEMENT

CITC requires an Alaska Native/American Indian hire preference in all projects and activities per its authority under PL 93-638. To the greatest extent feasible CITC will give preference in entering into contracts and similar agreements to Alaska Native and American Indian tribes, organizations and economic enterprises. Positive efforts should be taken to utilize small businesses, minority-owned and women owned business enterprises whenever possible. Proposers are also encouraged to collaborate where possible with CITC's Alaska's People department.

INDEMNITY AND INSURANCE REQUIREMENTS

See Form of Project Management Services Agreement for detail on the insurance requirements. No contract will be signed until the certificate of insurance has been received and approved by the CITC. If the insurance expires or is cancelled during the term of the contract, services and related payments will be suspended.

GENERAL CONDITIONS TO PROPOSERS

The general rules and conditions which follow apply to all proposals issued by CITC unless otherwise specified.

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

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

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

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

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

RFP CONDITIONS AND PROVISIONS

- If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, or should CITC omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the proposer should contact the CITC representative, Pita Jelley Benz, at pbenz@citci.org by the February 14, 2022 deadline for questions.
- Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.
- The format of the vendor's proposal must be consistent with the format of the specifications listed.
- All participating Vendors, by their proposal submission, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.
- Offerors shall respond with sufficient detail to facilitate the evaluation of all factors included in the Evaluation Criteria. Failure to provide required items will result in the proposal being considered non-responsive. Failure to provide sufficient information for the evaluation criteria will result in loss of points.
- The proposer is responsible for all costs related to the preparation of this Proposal.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals should include the appropriate narrative and supporting materials to adequately address the scoring criteria. Proposals not containing all of the items listed below may be determined nonresponsive by CITC, and will not be considered.

For consistency and to facilitate evaluation of all responses, proposers must organize their proposals as defined below.

Part 1. Cover page. Proposals must be signed and include the firm name, local address, telephone number, and name of the person authorized to submit the proposal, along with the person's title and telephone number.

Part 2. Construction Management Approach. Statement to include a brief profile of the firm and a narrative describing proposer's approach to working with the Owner and the design and construction teams to successfully complete this project.

Part 3. Statement of Qualifications.

- Qualifications of the project management team who will be assigned to this contract along with their experience, expertise, and capacity to provide the required services.
- Team Resumes: (Limit One Page per person) – Provide resumes for key personnel that will be assigned to this contract. Each proposal shall include a fully detailed resume of proposed primary and backup

resources including job assignments, educational backgrounds, and certifications. The proposal shall also include a listing of support personnel, if applicable, and a brief description of their technical qualifications and professional experience.

- Client and professional references (minimum of three).
- Current workload, including type of project, location, size and anticipated completion dates.

Part 4. Pricing Form and Proposed fees. Proposer should complete the Proposal Pricing Form. In addition, please provide Firm and all consultant standard billing rates.

Part 5. Federal contract requirements:

- A. Firm's response to Alaska Native/American Indian Preference Requirements.
Submit documentation that the Proposer is an AI/AN or Small, Minority, Women-Owned business concern (if applicable).
- B. Lobbying Certification and Disclosure.

EVALUATION PROCESS

Proposals received in response to this RFP will be reviewed by the Evaluation Committee. The committee may, at its discretion, decide to interview the proposers.

- An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the bidder to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. CITC intends to enter into a contract with the firm which in CITC's sole discretion and judgment will provide the best overall value to CITC. The evaluation process shall be based on a 100-point scale. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds CITC's requirements.
- Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting CITC's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal.
- Submission of a proposal implies acceptance of the evaluation technique and recognition that some subjective judgments shall be made by CITC during assignment of points.
- All firms who submitted a proposal will be notified in writing of the results after the scoring and subsequent due diligence is completed.
- Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. This RFP and its attachments shall form the basis of the Contract Terms and Conditions. **Exceptions or deviations to this proposal**

must not be added to the proposal pages, but must be on Proposer's letterhead and accompany the proposal. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. CITC reserves the right to reject any or all of your proposed modifications.

SCORING CRITERIA

Proposer's Construction Management approach

- Narrative approach as described in Part 2 of the response;
- ***Maximum points 10***

Company Qualifications

- Experience and past performance with project management work
- Key firm/personnel experience
- Company capacity to perform
- List of key personnel to be assigned to this contract
- ***Maximum points 25***

Proposed Pricing

- ***Maximum points 50***

Proposer Preference

- American Indian/Alaska Native owned vendor preference. **(15 points)**

OR

- Small, Minority, Women-Owned business concern **(5 points)**.
- ***Maximum points 15***

AWARD

Rejection of Proposals: CITC reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities. CITC also reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

Selection: CITC desires to enter into negotiations and ultimately reach an agreement with the proposer who demonstrates the best combination of attributes to provide the services required, and who also negotiates fees with CITC that are fair and reasonable. CITC may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by CITC will be

deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful proposer(s) is/are selected. CITC is not required to accept the proposal with the lowest costs.

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

The awarded firm(s) will be required to provide the following:

- State of Alaska Business License
- State of Alaska Professional Licenses
- Certificate of insurance as defined by this RFP
- IRS Form W-9

PROPOSAL PRICING FORM
PROJECT MANAGEMENT SERVICES FOR DESIGN AND CONSTRUCTION OF NEW
BUILDING AT NORTHWAY BUSINESS PARK, WICKERSHAM TRACT-1, ANCHORAGE, AK

- 1) The undersigned, _____(Company Name) on this date: _____, having familiarized itself with the local conditions affecting the scope and cost of work, including the Request for Proposal (RFP) with the detailed Scope of Work section, Proposal Price Form, Form Of Project Management Agreement), and the Indemnity and Insurance Provision requirements, hereby proposes to furnish all labor, material, equipment and services required to complete the project in accordance with all sections of this Request for Proposal. **Standard hourly rates are also attached.**

Total Guaranteed Maximum Price\$ _____

(Written Amount: _____ **)**

- 2) In submitting this Proposal, it is understood that the right is reserved by Cook Inlet Tribal Council to reject any and all Proposals at its sole discretion and for its convenience or benefit.
- 3) Proposer agrees to keep its submittal open for acceptance until thirty (30) days subsequent to the deadline date for receipt of the Proposal.
- 4) I/We acknowledge receipt of the following addenda:
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
- 5) I/We further understand the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001.

Proposal Submitted by:

Printed Name Title

Signature Email

Telephone

FORM OF PROJECT MANAGEMENT SERVICES AGREEMENT

This Project Management Services Agreement (the "PM Agreement") is made as of _____, 2022, between Cook Inlet Tribal Council, Inc. ("CITC"), having its principal place of business at 3600 San Jeronimo Drive, Anchorage, AK 99508, and _____ ("PM"), having its principal place of business at _____.

Whereas, CITC desires that PM provide project management services in connection with design and construction of a new building to be located on Northway Drive, Anchorage, AK 99508. ("the Project"). The site is more specifically identified as Northway Business Park, Wickersham Tract-1, tax parcel ID 004-091-89-000.

Whereas, CITC desires to enter into this general PM Agreement to govern how PM will function as CITC's project manager for this project,

Accordingly, CITC and PM agree as follows:

ARTICLE 1 **PM SERVICES**

1.1 PM's Services

1.1.1 PM's services consist of those services performed by PM, PM's employees, and PM's consultants as enumerated in this PM Agreement.

1.1.2 PM will provide sufficient organization, personnel, and management to carry out the requirements of this PM Agreement in an expeditious and economical manner consistent with CITC's interests.

ARTICLE 2 **SCOPE OF PM'S SERVICES**

2.1 Project Management Services

2.1.1 Project management services include the coordination and management of the Project design and construction phases and other services as requested by CITC.

2.2.2 PM will provide administration of the contracts for CITC's contractors and consultants obtained by CITC to complete the Project, including: advising on solicitations, contract awards, and change orders; reviewing invoices for services and materials, and making recommendations regarding payment by CITC; and coordinating the project schedule. PM will utilize CITC's contract forms and insurance requirements to: (1) negotiate with contractors and consultants, with the exception of applicable AIA forms that will be modified, (2) will provide CITC with a reasonable opportunity to review, of at least five (5) business days; and (3) facilitate signing of approved contracts and agreements for execution by the parties. PM will provide copies of all contracts to CITC

within five (5) days of signing, and will maintain and regularly provide to CITC a list of all contracts related to the Project.

2.2.3 PM will provide administration, management, and related services to coordinate scheduled activities and responsibilities of all contractors and consultants, as further described in this section. PM will manage the Project in accordance with the latest approved programming requirements and direction from CITC. PM will schedule and conduct meetings to discuss such matters as procedures, progress, and scheduling. PM will be on site at the Project site as is customarily necessary for a project manager and as PM deems necessary to perform its scope of services as described under this Agreement.

2.2.4 PM will be the liaison between all contractors and consultants, and between them and CITC, unless otherwise directed by CITC.

2.2.5 PM will endeavor to obtain satisfactory performance from the Project's consultants and contractors. PM will recommend courses of action to CITC when requirements of a contract are not being fulfilled.

2.2.6 Pay Applications. PM will develop and implement procedures for the review and processing of pay applications by consultants and contractors for progress and final payments for approval by CITC, consistent with CITC's contracts with its consultants and contractors.

2.2.6.1 PM will make recommendations regarding payment to CITC after conducting an inspection of the Project's work, in conjunction with the project's consultants and contractors as required, and utilizing PM's observations and evaluations as professionals familiar with the construction industry.

2.2.7 PM is responsible for determining in general that the work of each consultant and contractor is being performed in accordance with the requirements of their respective contracts and will endeavor to guard CITC against defects and deficiencies in the work, in coordination with CITC's contractors and consultants.

2.2.8 PM will notify CITC of any defects and deficiencies in the Project of which it becomes aware within a reasonable time, not to exceed five (5) business days. PM, with approval by CITC, and any consultants as required, may reject work that does not conform to the requirements of the contract documents.

2.2.9 PM does not have control over or charge of the work performed by any consultant or contractor and is not responsible for the means, methods, techniques, sequences, or procedures employed, or for the implementation or operation of safety precautions or programs in connection with the work of any consultant or contractor, since these are the sole responsibility of the contractors and consultants under their contracts. PM is not responsible for a consultant or contractor's failure to carry out the work in accordance with their respective contracts. PM does not have control over or charge of acts or omissions of the consultants, contractors, subcontractors, or any other persons not contracted by PM to perform work on the Project.

2.2.10 PM will transmit to CITC, and any contractor and consultant, as required, requests for interpretations of the meaning and intent of any report, drawing, and specification and assist in resolution of questions regarding the Project that may arise.

2.2.11 PM will review requests for changes, assist in negotiating consultant and contractor's proposals, submit recommendations to CITC, and as appropriate, the contractors and consultants with CITC's approval. If the recommendations are accepted, PM will prepare change orders incorporating the modifications to the documents.

2.2.12 PM will receive certificates of insurance from CITC's contractors and consultants. PM will forward the certificates of insurance to CITC, indicating to which contract they belong, within a reasonable time of their receipt or upon request by CITC.

2.2.13 Absent written consent of both CITC and PM, the duties, responsibilities, and limitations of PM's authority will not be restricted, modified, or extended. Consent for such restrictions, modifications, and extensions will not be unreasonably withheld by either party. For any change in PM's scope and compensation to be effective it will be approved in writing by CITC and PM.

2.2.14. Certificates of Substantial Completion. PM is responsible for establishing the date of substantial completion, with CITC concurrence, and issuing the certificate of substantial completion to the Project participants. Prior to issuing the certificate and establishing the date of substantial completion, PM, in consultation with the Project contractors and consultants, will inspect the Project work for compliance with the contract documents and acceptability.

2.2.14.1 PM will notify CITC, the contractors and consultants of any remaining obligations of each and, working with each responsible party, fix a date by which each will complete all remaining obligations.

2.3 PM may, at its discretion, utilize the services of its own consultants and independent contractors to perform its activities within the scope of the PM Agreement upon notice to CITC and in the absence of any objection by CITC regarding a potential consultant or contractor.

2.4 PM designates the following representative and authorizes such representative to act on PM's behalf with respect to the Project.

REPRESENTATIVE:

Name:
Title:
Address:
Phone:
Email:

2.5 PM will provide all information and perform its obligations to CITC under the PM Agreement with reasonable promptness to avoid delaying CITC's ability to perform its services under the PM Agreement as well as the progress of the Project.

ARTICLE 3
COMPENSATION AND TERM

3.1 Compensation. For PM's services, CITC will compensate PM as outlined in the Pricing Form. Unless otherwise specified, PM will invoice monthly based on the percentage of its completed work. PM's compensation will be paid within thirty (30) days after CITC's receipt of PM's invoice.

3.2 Reimbursable Expenses. In addition to PM's compensation, CITC will reimburse PM expenses as provided in section 3.3. Reimbursable expenses will be billed at 1.05 times the actual expense.

3.3 Determination and Payment of Reimbursable Expenses. Reimbursable expenses are expenses incurred by PM and PM's employees in connection with the Project. Reimbursable expenses will be paid in the same manner as regular compensation per paragraph 3.1. PM will include in its invoice for reimbursable expenses an accounting of the requested expenses. Such reimbursable expenses include:

3.3.1 expenses associated with permitting fees, reproductions, postage, express deliveries, and handling of drawings, specifications, and other documents;

3.3.2 expense of additional insurance coverage or limits requested by CITC, to the extent that such coverage or limits exceed the coverage normally carried by PM; and

3.3.3 other expenses mutually agreed upon by PM and CITC.

3.4 Payments Withheld. No deduction will be made from PM's compensation on account of any penalty, liquidated damages, or other sums withheld by CITC from its payments to contractors or consultants, or on account of the cost of any changes made to the scope or nature of the consultant's or contractor's work.

3.5 PM's Accounting Records. Records of services and reimbursable expenses performed for services on the Project will be available to CITC at mutually convenient times.

3.6 Term. The PM Agreement remains in effect for the duration of the Project, estimated at 24 months, plus the construction warranty period.

ARTICLE 4
CITC'S RESPONSIBILITIES

4.1 CITC will provide PM, consultants, and contractors with complete and accurate information regarding known requirements for the Project, including a narrative that sets forth CITC's objectives, schedule, constraints, and known criteria including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 CITC will establish and update an overall budget for the Project based on consultation with PM and CITC's consultants and contractors, as appropriate, which will include the Project Cost as defined in Article 5.

4.3 If requested by PM, CITC will furnish evidence that financial arrangements have been made to fulfill CITC's obligations under the PM Agreement.

4.4 CITC designates the following representative and authorizes such representative to act on CITC's behalf with respect to the Project.

REPRESENTATIVE:

Name: Tabetha Toloff
Title: Chief Administrative Officer
Address: 3600 San Jeronimo Drive, Anchorage, AK 99508
Phone: 907-793-3456
Email: ttoloff@citci.org

In order to avoid unreasonable delay in the orderly and sequential provision of PM's services, CITC will timely respond to all inquiries made by PM and documents submitted by PM, when appropriate.

4.5 CITC is responsible for retaining any consultants or contractors required to complete the scope of work covered under the PM Agreement. PM will advise and assist CITC with engaging any consultants or contractors if requested.

4.6 CITC will pay for any structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law or contract documents, except as otherwise provided on contractual documents with other contractors or consultants.

4.7 CITC will procure and furnish all legal services, accounting services, and insurance for the Project as CITC deems necessary or as required by law or any contract documents.

4.8 The services, information, and reports required by sections 4.5 through 4.7 will be furnished at CITC's expense, and PM is entitled to rely upon their accuracy and completeness.

4.9 CITC has a reciprocal responsibility as PM in section 2.2.8 to provide prompt written notice within five (5) days if it becomes aware of any fault or defect in the Project or non-conformance with the contract documents.

4.10 CITC reserves the right to perform activities related to the Project with CITC's own forces, and to award contracts in connection with such projects that are not part of PM's responsibilities. CITC will, within ten (10) days, notify PM if it should elect to perform activities related to the Project with its own forces or if it awards any other contract in connection with such project. PM will subsequently notify CITC if any such independent action will interfere with PM's ability to perform its responsibilities under the PM Agreement.

4.11 CITC will provide all information and perform its obligations to PM under the PM Agreement with reasonable promptness to avoid delaying PM's ability to perform its services under the PM Agreement as well as the progress of the Project.

4.12 CITC will not unreasonably object to any contractor or consultant that PM wishes to hire under section 2.3.

ARTICLE 5 **PROJECT COST**

5.1 Project Cost Definition.

The Project Cost is the estimated cost to CITC of all elements of the Project and the scope of any consultation contracts and contracts for design and construction, including compensation due to PM and reasonable allowance for contingencies.

The Project Cost includes the cost at current market rates of labor and materials furnished to CITC and equipment designed, specified, selected, or specially provided for on the Project, plus a reasonable allowance for the contractors' overhead and profit. In addition, a reasonable allowance for contingencies is included for market conditions at the time of bidding and for changes in the work during construction.

The Project Cost does not include costs of the land, rights-of-way, and financing.

5.2 Responsibility for a Project's Cost.

Evaluations of a Covered Project budget, preliminary estimates of consultant and construction costs, and detailed estimates of any consultant or construction costs represent PM's best professional judgment and experience with the construction industry. Neither PM nor CITC has control over the cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, PM does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established, or approved by CITC, or from any other cost estimate or evaluation prepared at the request of PM or CITC.

ARTICLE 6 **TERMINATION, SUSPENSION, OR ABANDONMENT**

6.1 If one party to the PM Agreement fails to substantially perform in accordance with the terms of the PM Agreement, the other party may, upon not less than fourteen (14) days' written notice, terminate the PM Agreement, so long as the party initiating the termination was not at fault for the other party's failure to substantially perform.

6.2 If the Project is suspended by CITC for more than thirty (30) consecutive days, PM will be compensated for services performed prior to notice of such suspension. When the Project resumes, PM's compensation will be equitably adjusted to provide for expenses incurred in the interruption and resumption of PM's services.

6.3 This Agreement may be terminated by CITC upon not less than seven (7) days' written notice to PM in the event that the Project is permanently abandoned. If the Project is abandoned by CITC for more than ninety (90) consecutive days, PM may terminate this Agreement by giving CITC written notice.

6.4 If CITC fails to make timely payment to PM for services and expenses, PM may, upon seven (7) days' written notice to CITC, suspend performance of services under the PM Agreement. Unless payment in full is received by PM within seven (7) days of the date of the notice, the suspension will take effect without further notice. In the event of a suspension of services, PM will have no liability to CITC for delay or damage caused to CITC because of the suspension of services.

6.5 In the event of termination that is not the fault of PM, CITC will compensate PM for services performed prior to termination, together with all reimbursable expenses incurred, per section 3.2, because of the termination.

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

7.1 Governing Law and Venue. The PM Agreement and the rights, remedies, liabilities, and obligations of CITC and PM are to be interpreted, construed, and enforced in accordance with the laws of the State of Alaska. Venue for any action regarding the PM Agreement will be filed in either the state or federal courts located in Anchorage, Alaska.

7.2 Neither CITC nor PM may assign or delegate by operation of law or otherwise the PM Agreement without the written consent of the other. CITC and PM, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to the PM Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of the PM Agreement. Any purported assignment or delegation in violation of the PM Agreement is void.

7.3 The PM Agreement represents the entire and integrated agreement between CITC and PM and supersedes all prior negotiations, representations, or agreements, either written or oral. The PM Agreement may be amended only by a written contract signed by both CITC and PM.

7.4 Nothing contained in the PM Agreement creates a contractual relationship with or a cause of action in favor of a third party against either CITC or PM.

7.5 Unless otherwise provided in the PM Agreement, PM and PM's consultants and contractors have no responsibility for the discovery, presence, handling, the removal or disposal of, or exposure of persons to hazardous materials in any form, at the Project site, including but not limited to asbestos, asbestos products, lead, polychlorinated biphenyl (PCB) or other toxic substances.

7.6 PM is an equal opportunity employer (EEO) and all qualified applicants will receive consideration for employment without regard to race, religion, color, national

origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

7.7 Native Hire, Nondiscrimination and Compliance with Laws. Because CITC is a tribal organization, to the extent possible, PM will give Native hire preference to qualified consultants and contractors, if any. PM will comply with all applicable laws, rules, regulations, and policies, including but not limited to those relating to CITC's Code of Conduct, nondiscrimination, accessibility, and civil rights. PM agrees to timely file all required reports, make required payroll deductions and timely payment of all taxes and premiums owed, including but not limited to sales and use taxes, unemployment compensation, and workers' compensation premiums. PM will have and keep current at all times during the term of this PM Agreement all licenses and permits required by law.

ARTICLE 8 **INSURANCE & INDEMNIFICATION**

8.1 Insurance Policy Specifications

8.1.1 PM will purchase and maintain in a company or companies—with a best rating of "A - VII" or better as identified in the *A.M. Best Insurance Rating Guide*, most recent edition—insurance policies as listed below. All policies will include a waiver of subrogation against CITC and contractors and consultants as requested by CITC.

PM's insurance will name CITC and contractors and consultants as requested by CITC as additional insured, as to all limits carried and not the minimum required in the PM Agreement, except for Worker's Compensation. All insurance policies will comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21.

8.1.2 Commercial General Liability ("CGL").

Covering all business premises used by and operations conducted by PM in the performance of services under the PM Agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

1. \$1,000,000 Each Occurrence
2. \$2,000,000 General Aggregate
3. \$2,000,000 Products/Completed Operations Aggregate
4. \$1,000,000 Personal and Advertising Injury
5. \$50,000 Fire Damage Legal Liability (any on fire)
6. \$5,000 Medical Expense (any one person)

8.1.3 Commercial Automobile Liability ("AL").

Covering all vehicles, owned, hired, or non-owned, used by PM in the performance of services under the PM Agreement with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage.

8.1.4 Excess Liability.

Additional liability limits over CGL, AL, and EL. \$2,000,000 per Occurrence/\$2,000,000 Aggregate

8.1.5 Directors & Officers, Employment Practices Liability, Public Officials.

\$2,000,000 each claim/aggregate

8.1.6 Worker's Compensation ("WC") and Employers' Liability ("EL").

PM will provide and maintain, for all employees engaged in services under the PM Agreement:

1. WC: Statutory limits
2. EL: \$2,000,000 Each Accident, \$2,000,000 Disease - Each Employee; \$2,000,000 Disease - Policy Limits

8.1.7 Professional Liability ("PL").

PL coverage for acts, errors, or omissions that may result from the work required in the PM Agreement, with limits not less than \$1,000,000 each claim and \$1,000,000 aggregate. If the policy contains a retroactive, continuity, or prior/proceeding litigation date, that date must be prior to the start date of services under the PM Agreement. Coverage will be maintained for a minimum of the duration of applicable statute of limitations/repose or six (6) years, whichever is greater following completion of the Project. Any deductible or self-insured retention will be the sole responsibility of PM.

8.2 Liability and Indemnification

8.2.1 To the fullest extent permitted by law, PM will release, defend, indemnify, and hold CITC, its subsidiaries, departments, directors, officers, agents, officials, employees, consultants, and contractors (collectively, the "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions, or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from bodily injury, sickness, disease, or death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs, or expenses, or any other kind of loss including the injury to or destruction of tangible property and worker's compensation, disability benefit and other similar employee benefit acts (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of PM under the PM Agreement, the performance, failure of performance or breach of any term of the PM Agreement by PM, or by any person or entity employed by PM in the performance of the PM Agreement, regardless of whether such claim or loss is caused in part by Indemnified Parties.

CITC has reciprocal responsibility and will release, defend, indemnify, and hold harmless PM for claims or loss related to the Project.

8.2.2 PM's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, PM is not required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.

8.2.3 In any and all claims against the Indemnified Parties by any employee of PM, anyone directly employed by PM or anyone for whose acts PM may be liable, the indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for PM under workers' compensation acts, disability benefit acts or other employee benefit acts.

8.2.4 PM will as part of any subcontract, ensure that its subcontractor will provide assurance of defense and indemnity in Indemnified Parties' favor that are identical in scope as those assumed by CITC and PM under section 8.2.

8.2.5 The requirement of any insurance required of PM under the PM Agreement does not limit PM's indemnification responsibilities under section 8.2 in any way.

8.3 Continuation of Coverage

If any of the required liability insurance is on a claims made basis, "tail" coverage will be required at the completion of the PM Agreement for six (6) years, or the statute of limitations period. PM will furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for six (6) years following the Project's completion or the statute of limitations period, whichever is greater. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the PM Agreement. If Continuous "claims made" coverage is used, PM will maintain the coverage in effect for six (6) years or the statute of limitations period, whichever is greater, from the end of the PM Agreement.

Completed operations coverage will be maintained for a minimum of the applicable statute of limitations/repose or six (6) years, whichever is greater.

**ARTICLE 9
ATTACHMENTS**

9.1 The following attachments are incorporated into the PM Agreement:

Attachment A: Form W-9 Request for Taxpayer Identification Number and Certification

Attachment B: Certificate of Insurance dated _____.

SIGNATURES

The undersigned individuals executing the PM Agreement represent and warrant that they are fully authorized to do so and bind the respective party for the purposes provided in the agreement.

COOK INLET TRIBAL COUNCIL, INC.	
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By: _____
Gloria O'Neill or designee

By: _____

Title: _____

Title: _____

Address: 3600 San Jeronimo Drive
Anchorage, AK 99508

Address:

Date: _____

Date: _____

Restrictions on Lobbying Activities

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

1. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

\$10,000 and not more than \$100,000 for each such failure.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

SIGNATURE:

TITE:

DATE:

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>1. Status of Federal Action:</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>1. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only:</p> <ul style="list-style-type: none"> year quarter date of last report
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p style="padding-left: 100px;">Tier_ , if known :</p> <p style="text-align: center;">Congressional District, if known : 4c</p>	<p>5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known :</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: center;">CFDA Number, if applicable :</p>	
<p>8. Federal Action Number, if known :</p>	<p>9. Award Amount, if known :</p> <p style="text-align: center;">\$</p>	
<p>. a. Name and Address of Lobbying Registrant b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p>(if individual, last name, first name, MI):</p>		

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:
Print Name:
Title:
Telephone No.:
Date:

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____