REQUEST FOR PROPOSAL
# 20T-CN-207

ROOFING SERVICES
MARCH 2020

Prepared By:
Cook Inlet Housing Authority
Procurement Department
3510 Spenard Road
Anchorage, Alaska 99503

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Email: jmeyer@cookinlethousing.org
DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS

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<td>3</td>
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DRAWINGS:

Oregon Roofing Example Drawing | 1
### SPECIFIED DATES
RFP # 20T-CN-207

<table>
<thead>
<tr>
<th>Description</th>
<th>Date and Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Packets Available</td>
<td>March 26, 2020, 2:00 p.m.</td>
<td>CIHA website</td>
</tr>
<tr>
<td>2. Last day for questions</td>
<td>April 2, 2020, 4:00 p.m.</td>
<td>CIHA Main Office</td>
</tr>
<tr>
<td>3. Proposal Due</td>
<td>April 9, 2020, 2:00 p.m.</td>
<td>CIHA Main Office</td>
</tr>
</tbody>
</table>

**CIHA Main Office** is located at 3510 Spenard Road, Anchorage, AK 99503
REQUEST FOR PROPOSAL
RFP # 20T-CN-207

Cook Inlet Housing Authority (CIHA) is seeking written proposals from responsive and responsible roofing contractors for roofing installation services related to the development and construction of single-family, duplex and multi-family buildings in Anchorage, Alaska.

Mailed Proposals: An original and three (3) copies must be submitted. Mailed proposals must be received at Cook Inlet Housing Authority, Attention: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503. Emailed proposals must be received no later than the deadline stated in the Specified Dates (Section 000120). Emailed proposals must be one (1) single .pdf file and sent to jmeyer@cookinlethousing.org. Submissions must be received by CIHA no later than the deadline stated in the Specified Dates (Section 000120). Proposals received after that time and date will be rejected. Faxed proposals will be rejected.

The envelope, box, other container or email subject line must be clearly marked: “RFP # 20T-CN-207, Roofing Services, Do Not Open”.

QUESTIONS
CIHA shall not be bound by any oral interpretation of this RFP. Potential offerors should carefully review this RFP, including any attachment. General questions and/or questions regarding perceived defects and questionable or objectionable material must be delivered in writing by the deadline to the CIHA representative listed on the RFP cover page by fax or email by the deadline in the Specified Dates (Section 000120).

No communication shall be directed to any other CIHA employees or CIHA representatives.

Substantive issues will be answered in writing in the form of an Addendum to this RFP. If determined necessary by CIHA, the proposal submittal due date may be extended and will be stated as such in the Addendum form.

BACKGROUND
CIHA is a General Contractor with a Residential Endorsement, focusing on in-fill redevelopment. Over the past decade, CIHA has acted as its own contractor building over 100 single-family, duplex, and multi-family buildings for a variety of CIHA programs, from homeownership-for-sale product to CIHA-owned rental properties.

INTENT
The intent of this RFP solicitation is to establish an indefinite quantity term services contract with a responsive and responsible, roofing contractor or contractors with residential development experience to perform all phases of roofing installation services for residential single-family, duplex, and multi-family homes.

CONTRACT PERIOD
An awarded contract shall be in effect for and initial one (1) year term with an option to extend for no more than three (3) one (1) year terms based on available funding, satisfactory performance, and mutual agreement. The yearly contract shall be automatically renewed for one year unless either party gives written notice of thirty (30) days prior to the expiration thereof.
SCOPE OF SERVICES
In accordance with the construction drawings, the current adopted International Residential Code (IRC), International Building Code (IBC) including local amendments, Municipality of Anchorage Building Safety Department and other regulatory agencies having jurisdiction, furnish all labor, materials, and equipment to perform and install Work described below.

New Asphalt Roofing
- Ice and Water Shield to code at eves and roof valleys
- 15# Felt over remaining roof sheathing
- Step flashing
- Shingle over ridge vent
- Box type roof vents
- All plumbing and heating vents (flashings provided by others)
- Metal drip edge flashing at fascia board
- Asphalt roof shingles

Low Slope EPDM Roofing
- Fully adhesive adhered .060” or 60 Mil EPDM Rubber Roofing
- Install roof deck cover board
- Metal drip edge flashing at fascia board
- All plumbing and heating vents (flashings provided by others)

Roofing Demolition
- Tear off and dispose of old roofing and underlayment material

SERVICE REQUIREMENT
A request for roofing services will be based upon a mutually agreed schedule, acceptable weather conditions, and within ten (10) working days from the request for service.

INSPECTIONS
At any time CIHA reserves the right to inspect work in progress. Any deficiencies will be provided to the contractor in writing. The Work performed under this contract will be inspected by the Anchorage Building Safety Department, private inspectors, or other authorities and agencies having jurisdiction. The contractor will have 24 hours to respond and remedy deficiency notices received by either the building safety department or a CIHA representative.

CONTRACTOR RESPONSIBILITIES
Roofing contractor is responsible for the following:
- Jobsite cleanliness. At the contractor’s expense, contain all project related debris. Keep work areas swept and picked up on a daily basis.
- In accordance with all State and Federal requirements and regulations contractor to haul off and dispose of roofing related debris in a timely manner.
- Correct all items noted inspection deficiencies, within 48 hours.
- Crew Supervision, monitor workmanship, and compliance with construction documents and building codes.
- Worker safety protection
INDEMNITY AND INSURANCE REQUIREMENTS
See Insurance and Indemnity Requirements (Section 007316) for detail on these requirements. No contract will be signed until the certificate(s) of insurance have been received and approved by the CIHA Procurement Manager. If the insurance expires or is cancelled during the term of the contract, related payments may be suspended.

Certificates shall be addressed to Cook Inlet Housing Authority, ATTN: Procurement, 3510 Spenard Rd, Anchorage, AK 99503.

PRICING
Pricing for this Request for Proposal is to be submitted in two parts; Proposers are required to fill out Section 004113 Price Proposal Form, and Section 004114 Unit Price Form. The pricing on Section 004113 Price Proposal Form will have an example roofing project that includes a construction drawing. The work is also described in text with known conditions of the property and a scope of work describing required improvements.

Proposers will fill out Section 004114, Unit Price From, and then use the unit pricing contained in Section 004114 Unit Pricing to develop the pricing of the example project listed in Section 004113 Price Proposal.

The total Lump Sum from Section 004113, Proposal Price Form, will be the basis used to determine lowest fee proposal, and the amount of required Bid Bond.

Note – CIHA will double check the lump sum proposal price against the pricing provided in Section 004114 Unit Price Form for consistency, and will correct mathematical errors.

Unit pricing and cost information provided by the proposer in Section 004114 Unit Price Proposal will be used as the basis for establishing the contract cost for all projects executed under this contract. However, if conditions and specifications of a new project allow for value engineering and or other efficiencies which result in an overall lower cost proposal for designed work, CIHA reserves the right to negotiate a reduced fee structure accordingly. A representative of CIHA will provide the awarded roofing contractor, construction drawings, and work scope. Based on the construction drawings, and work scope the contractor will provide CIHA with a total lump sum cost to perform the work requested, based on contract unit pricing.

CIHA will review the Contractor’s proposed work scope and fee proposal. If acceptable, CIHA will then deliver to the Contractor a Project Task Order. If the Contractor’s work proposal is not agreeable to CIHA, CIHA shall be free to request additional quotes for the proposed work from other contractors.

PROPOSAL SUBMITTAL REQUIREMENTS
See Section 004103 Proposer’s Checklist

GENERAL CONDITIONS TO PROPOSERS
The general rules and conditions which follow apply to this proposal.

REQUEST FOR PROPOSAL (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.
This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is NOT a bid. Moreover, any acceptance of a proposal shall NOT result in a binding contract between Cook Inlet Housing Authority 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 Cook Inlet Housing Authority.

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

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

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

Subletting of Contract: Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of Cook Inlet Housing Authority, 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 Cook Inlet Housing Authority omit anything from this RFP which is necessary for clear understanding of the Work, or should it appear that various instructions are in conflict, the Proposer should contact the Cook Inlet Housing representative listed on the cover page of this document by the deadline for questions.

- Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.

- The format of the vendor’s proposal must be consistent with the format of the specifications listed.

- All participating Proposers, by their proposal submission, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.

- Offerors shall respond with sufficient detail to facilitate the evaluation of all factors included in the Evaluation Criteria. Failure to provide required items will result in the proposal being considered non-responsive. Failure to provide sufficient information for the Evaluation Criteria may result in loss of points.
The Proposer is responsible for all costs related to the preparation of their Proposal.

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. The evaluation process shall be based on a 100 point scale. The proposal(s) that accrues the highest point total shall be recommended for award subject to the best interests of CIHA. 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 CIHA’s requirements. Section 004110 Evaluation Criteria lists the maximum points associated with each category.

- Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting CIHA’s requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal.

- Vendor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by CIHA during assignment of points.

- All contractors 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 request for 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 vendor’s letterhead and accompany the proposal. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. CIHA reserves the right to reject any or all of your proposed modifications.

AWARD
Rejection of Proposals: CIHA reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities. CIHA 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: CIHA desires to enter into negotiations and ultimately reach an agreement with the Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with CIHA that is fair and reasonable. CIHA may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by CIHA will be deemed preliminary in nature, the document and process will be deemed confidential until the successful proposer is selected. CIHA is not required to accept the proposal with the lowest cost proposal.
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 CIHA. In no way does this request for proposal constitute a contract, or obligate CIHA in any way.

A firm, fixed unit price contract will be awarded with CIHA's procurement policies to the Contractor that submits the highest rated proposal which will be graded on the scoring criteria.

The awarded contractor will submit the following documents:

- State of Alaska Business License
- State of Alaska Contractor's License
- Municipality of Anchorage Contractor's License
- IRS form W9
- CIHA Vendor Form and ACH Registration

DISPUTES
In the event any dispute arises from this RFP, such dispute will be resolved in accordance with CIHA’s policies and procedures.
NOTICE TO PROPOSER:
PLEASE REMOVE THIS SECTION FROM THE REST OF THE RFP
AND SUBMIT WITH PROPOSAL

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

1. Checklist (Section 004103)

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

3. Narrative: Provide a narrative describing the firm’s plan to execute the work described in this RFP. Describe the primary focus of the Roofing Company; i.e. commercial roofing, large facilities, Mid-sized residential production roofing contractor, or smaller owner operator/small crew residential roofing contractor.

4. Statement of Qualifications: Provide a description of qualifications of the firm to provide the services required of this RFP. These shall include:
   a. Proposer’s and its team’s qualifications, years in business, and experience providing residential new construction roofing services required by this RFP.
   b. Capacity of Contractor. List the number of residential new construction roof installations performed in 2018 and 2019.
   c. Firm References. Provide at least three (3) project owner reference names and contact information.

5. Safety Plan: Provide an OSHA compliant Safety Manual for the work to be executed under this contract.

6. Proposal Pricing Form (Section 004113)

7. Unit Price Form (Section 004114)

8. Executed Form of Non-Collusive Affidavit (Section 004519)
EVALUATION CRITERIA

Proposals will be evaluated by an appointed evaluation committee. CIHA will determine the most responsive proposal(s) based on the accumulation of points from the criteria listed below. Each firm shall submit proposals that respond to the following information in the order listed:

<table>
<thead>
<tr>
<th></th>
<th>Qualifications of the firm as a residential new construction roofing contractor. Maximum Points shall be 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Capacity of Contractor, employees and equipment available to serve the contract Maximum points shall be 20</td>
</tr>
<tr>
<td>c)</td>
<td>Lump Sum price from Section 004113 Proposal Price Form Maximum points shall be 60</td>
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<td></td>
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<tr>
<td></td>
<td>Total Possible Points</td>
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</table>
PROPOSAL PRICE FORM
RFP # 20T-CN-207

1) The undersigned, ________________________________(Company Name) on this date: ________________, having familiarized itself with the local conditions affecting the scope and cost of work, and with the Specifications, including the Request for Proposal (RFP), Price Sheet, General Conditions, Form of Contract, Project Drawings, and the General Scope of the Work, 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.

Please provide a lump sum fixed price for a new construction roof installation in accordance with the RFP and sample construction drawings to supply and install a fully functional EPDM and asphalt shingle roofing system for CIHA’s Oregon Fourplex Plan. Please use pricing from the Unit Price Form, Section 004114 to develop the sample project pricing. **Note: For purposes of this RFP the Oregon Fourplex Plan is a sample plan and not planned for construction.**

**Roof Specifications and Work Scope, low slope EPDM areas**
- Roof Pitch is 1-1/2” in 12”
- Install 1/4” DensDeck cover board (or equal)
- Fully adhesive adhered .060” or 60 Mil EPDM Rubber Roofing
- Metal drip edge flashing at fascia board
- All plumbing and heating vents (plumbing and heating flashings provided by others)
- Site cleanup and disposal

**Roof Specifications and Work Scope, asphalt shingle areas**
- Roof Pitch is 3” in 12”
- Full coverage Ice and Water Shield
- Step flashing
- All plumbing and heating vents (plumbing and heating flashings provided by others)
- Metal drip edge flashing at fascia board
- Site cleanup and disposal

**Total Lump Sum price $____________________________**

*The “Total Lump Sum Price” will be used to determine the lowest fee proposal.*

2) In submitting this proposal, it is understood that the right is reserved by CIHA to reject any and all proposals at its sole discretion and for its convenience or benefit.

3) The Proposal cannot be withdrawn for a period of sixty (60) days without the express permission of CIHA.

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

Bid Submitted by:

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>OFFICIAL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

BY:

Signature

Address

Print Name and Title

C/S/Z

Email

Phone
# HOW TO FILL OUT PRICE FORM

Proposers must fill in the Unit Price Form below per line item and unit of measure. All Work is to be in accordance the construction drawings, specifications, the current adopted International Residential Code (IRC), International Building Code (IBC) including local amendments, Municipality of Anchorage Building Safety Department and other regulatory agencies having jurisdiction. The Work is to include but not limited to, all supervision, labor, materials, and equipment. The Work under this contract will be within the Municipality of Anchorage and Eagle River. Unit pricing and cost information provided by the proposer will be used as the basis for establishing the contract cost for all projects executed under this contract.

<table>
<thead>
<tr>
<th>Item</th>
<th>Category Sections - Description</th>
<th>Unit of Measure</th>
<th>Price per unit of measure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Asphalt Roofing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-1</td>
<td>Asphalt Roofs 4-12 to 6-12 pitch, including all services required described in RFP for installation on new plywood surface.</td>
<td>Per Roofing Square</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Ice and Water Shield to code at eves and roof valleys</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• 15# Felt over remaining roof sheathing</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Step flashing</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Square attic vents</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• All plumbing and heating vents (flashings provided by others)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Metal drip edge flashing at fascia board</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Malarkey “Highlander” series architectural asphalt roof shingles. Color TBD from manufactures stock colors</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Site cleanup and disposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-2</td>
<td>Asphalt Roofs 3-12 pitch, including all services required described in RFP for installation on new plywood surface.</td>
<td>Per Roofing Square</td>
<td></td>
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<tr>
<td></td>
<td>• Full coverage Ice and Water Shield</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Step flashing</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Square attic vents</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td>• All plumbing and heating vents (flashings provided by others)</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>• Metal drip edge flashing at fascia board</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Malarkey “Highlander” series architectural asphalt roof shingles. Color TBD from manufactures stock colors</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Site cleanup and disposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D-1</td>
<td>Demolition Services. Provide all equipment, and labor to tear off and properly dispose existing asphalt roof of 6-12 pitch or less</td>
<td>Per Roofing Square</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>EPDM Roofing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-1</td>
<td>Low Slope EPDM roofs including all services required described in RFP for installation on new plywood surface.</td>
<td>Per Roofing Square</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Roof has roof over hangs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Roof surface is plywood, does not require insulation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Install fully adhesive adhered .060” or 60 Mil EPDM Rubber Roofing</td>
<td></td>
<td></td>
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</tbody>
</table>
### Roofing Services

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-2</td>
<td>Installed price for 1/4&quot; Dens Deck</td>
<td>Per Square Foot</td>
</tr>
<tr>
<td>E-3</td>
<td>Installed price for 1/2&quot; Dens Deck</td>
<td>Per Square Foot</td>
</tr>
</tbody>
</table>

### Roofing Service

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-1</td>
<td>Snow and Ice removal</td>
<td>Per Hour</td>
</tr>
<tr>
<td>R-2</td>
<td>Install roof vent or pipe vent on call out basis, not related to new roof install.</td>
<td>Per Vent</td>
</tr>
<tr>
<td>R-3</td>
<td>Cut plywood and install shingle over ridge vent including the asphalt shingles</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>R-4</td>
<td>Remove and replace rotted or damaged roof sheathing. 7/16&quot; nominal size</td>
<td>Per Square Foot</td>
</tr>
<tr>
<td>R-5</td>
<td>Remove and replace rotted or damaged roof sheathing. 1/2&quot; nominal size</td>
<td>Per Square Foot</td>
</tr>
<tr>
<td>R-6</td>
<td>Remove and replace rotted or damaged roof sheathing. 5/8&quot; nominal size</td>
<td>Per Square Foot</td>
</tr>
<tr>
<td>R-7</td>
<td>Installed AF-92 Box Type square attic vent (during roof install services)</td>
<td>Per Each</td>
</tr>
<tr>
<td>R-8</td>
<td>Remove and replace damaged asphalt 3-tab shingles</td>
<td>Per Roofing Square</td>
</tr>
<tr>
<td>R-9</td>
<td>Labor cost – roofer, misc. repair</td>
<td>Per Hour</td>
</tr>
<tr>
<td>R-10</td>
<td>Metal drip edge flashing</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>
FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(PRIME BIDDER)

STATE OF ALASKA )
) ss.
THIRD JUDICIAL DISTRICT )

_______________________________, being first duly sworn, deposes and says:

“That he/she is the bidder, or a partner or officer of the firm, party, etc., making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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 communications 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 or said bid price, or of that of any other bidder, or to secure any advantage against the Cook Inlet Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.”

Signature of: ______________________________
Bidder, if the bidder is an individual

_______________________________
Partner, if the bidder is a Partnership

_______________________________
Officer, if the bidder is a corporation
This Contract, between the Cook Inlet Housing Authority, hereinafter called “CIHA,” and ______________, its successors and assigns, hereinafter called the “Contractor,” is effective the date of the signature of CIHA on this document, for the following Project:

CIHA Project name: Roofing Services  
CIHA Project number: 20T-CN-207  
Project address: Scattered Sites

The Contractor, for and in consideration of payment or payments herein specified and agreed to by CIHA, hereby covenants and agrees to furnish and deliver all of the materials and to do and perform all of the Work and labor required in the construction of the Project for the lump sum price of

______________________________ Dollars ($__________),  

Including such other items as are mentioned in the original Contractor’s bid dated_______________, which bid and prices named, together with the Contract Documents are made a part of this Contract by reference.  CIHA shall pay Contractor for satisfactory performance of work performed, upon full completion thereof unless otherwise agreed under the terms of this Contract.  For goods/services provided pursuant to this Contract, Contractor is to invoice CIHA based on materials used and work performed pursuant to the approved Scope of Work and Contract price described in the Contract Documents attached hereto, consistent with the labor rates and other cost provisions required under this Contract.

This Contract also includes the following sections and attachments (collectively, “Contract Documents”):
1. Request for Proposal # 20T-CN-207 dated March 2020
2. Addendum No. _____ dated _____ [if applicable]
3. Contractor Proposal dated_______
4. CIHA Indemnity and Insurance Requirements
5. Supplemental Conditions
6. Form of Non-Collusive Affidavit
7. Current State of Alaska Business License
8. Current State of Alaska Contractor’s License
9. Current Municipality of Anchorage Contractor’s License
10. Current Certificate of Insurance
11. IRS Form W9
12. Federal Debarred Report (Excluded Parties)

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by Contractor and not specifically herein provided for, will be allowed by CIHA, nor shall the Contractor do any work or furnish any materials not covered by this Contract, unless such work or materials are ordered in writing by CIHA.

In no event shall CIHA be liable for any materials furnished or used, or for any work or labor done, unless the materials, work or labor are required by the Contract or on written order furnished by CIHA. Any such work or materials which may be done or furnished by Contractor without order first being given shall be at Contractor’s own risk, cost and expense, and Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such order.

Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect to the satisfaction of CIHA, to provide substantial completion within the contract period on or before _____________ or within _______ (___) calendar days of the effective date of this Contract or within the time schedule established in the notice to proceed issued by CIHA. Time shall be of the essence in all cases.

The bonds given by the Contractor in the sum of $______________ Payment Bond and $______________ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

1. NOTICES: Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by mail or facsimile (fax), properly addressed to each party to whom given, with postage and charges prepaid, to the individual named and at the address listed above. A notice shall be deemed given only when received by the party to whom such notice is directed, except that any notice given by registered or certified mail, or by facsimile, shall be deemed given to and received by the party to whom directed within twenty-four (24) hours after such notice is sent, or when actually received, whichever occurs first.

2. COMPLIANCE WITH LAWS: Contractor agrees to be bound by, and at its sole cost and expense comply with, all federal, state and local laws, ordinances and regulations applicable to the Work, including but not limited to, equal employment opportunity, minority business enterprise, women’s business enterprise, disadvantage business enterprise and safety.
3. **LICENSES:** Contractor shall provide copies of all applicable business and professional licenses, including any renewal, to document that Contractor’s licenses are and will be in effect for the full duration of the Contract, including any time extensions.

4. **INTEREST:** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of ______ percent (____%), or in the absence thereof, at the legal rate prevailing at the place where the project is located.

5. **PROHIBITION AGAINST LIENS:** Contractor is prohibited from placing a lien on Owner's property. The prohibition shall apply to all subcontractors at any tier and all materials suppliers.

6. **WARRANTY:** Contractor warrants to Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Document. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence on the date of Substantial Completion of the Work or a designated portion thereof or, if not applicable, upon final payment.

7. **ASSIGNMENT:** Neither this Contract nor any rights, duties or interest hereunder shall be assigned by any party without the prior written consent of the other(s). The preceding notwithstanding, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective partners, successor and assigns.

8. **WAIVER:** No provision of this Contract may be waived unless agree to in writing by Owner. The failure of either party to insist in one or more instances upon the performance of any term or condition of this Contract shall not be construed as a waiver of future performance of any such term or condition, and the obligations of either party with respect thereto shall continue in full force and effect.

9. **CONFIDENTIAL INFORMATION:** All information obtained by Contractor from Owner related in any way to the Contract or work to be performed there under is confidential and proprietary to Owner. Contractor shall not use or re-disclose such confidential information for any purpose other than the performance of the Contract. Owner shall retain ownership of all confidential information disclosed to the Contractor and upon written request by Owner, Contractor shall return to CIHA all such confidential information. The return of the information shall not terminate any of Contractor’s obligations hereunder. Contractor shall be responsible for any breach by its employees or subcontractors of this section and the resulting damages.

10. **INSPECTION AND RETENTION OF RECORDS:** Contractor shall, at all times during normal business hours and as often as Owner may deem necessary, make available to Owner for examination all of its records with respect to all matters covered by this Contract for a period of three (3) years after the date of Contractor's complete performance thereof. Upon request, and within a reasonable time, Contractor shall submit such other information and reports relating to its activities under this Contract to Owner, in such from and at such times as Owner may reasonably require. Contractor shall permit Owner to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Contract. Owner
may, at its option, permit Contractor to submit its records to Owner in lieu of the retention requirements of this section.

11. TITLES: The titles given to the articles and paragraphs of this Contract are for ease of reference only and shall not be relied upon or cited for any other purpose.

12. OWNERSHIP; PUBLICATION; REPRODUCTION; USE OF MATERIAL: Except as otherwise provided herein, all data, documents and other copyrightable materials produced by Contractor under this Contract shall be the property of Owner, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

13. VALUE ENGINEERING: Contractor is encouraged to develop, prepare and submit Value Engineering Change Proposals (VECP) voluntarily. Contractor shall share in any instant contract savings realized from accepted VECPs, as mutually agreed to between the parties or as determined appropriate by Owner.

14. JOINT DRAFTING: The parties expressly agree that this Contract was jointly drafted, and that they both had opportunity to negotiate terms and to obtain the assistance of counsel in reviewing the Contract prior to execution. This Contract shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

15. PUBLICITY: Contractor, its employees, agents, and subcontractors shall not use Owner’s name in any advertising, publications, promotional materials or publicity release concerning the Contract or work performed thereunder unless approved in advance by Owner in writing.

16. FORCE MAJEURE: Owner and Contractor shall not be liable for their respective failure to perform any of their obligations under the Contract if prevented from performing such obligations by a cause beyond their reasonable control which, by the use of due diligence, Owner or Contractor, as the case may be, shall not have been able to overcome, including but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action of the United States government, and including changes in existing legislation affecting the subject matter of this Contract.

17. JURISDICTION/VENUE: This Contract shall be governed by and construed in accordance with the laws of the state of Alaska. Venue of any action or dispute resolution proceeding shall be Anchorage, Alaska.

18. ATTORNEYS’ FEES/COSTS: In the event of litigation between the parties relating to or arising out of this Contract, the prevailing party shall be entitled to full reasonable cost and attorney’s fees.

19. TERMINATION: In addition to other available grounds for termination described in this Contract, Owner reserves the right to terminate the Contract for default in the event Contractor fails to completely satisfy all material terms, conditions and requirements contained herein at any time, including improper subcontracting, violation of any regulation or law applicable under the Contract, failure to pay or to ensure workers are paid required wage rates, and false certification as to subcontracting with Alaska Native/American Indian enterprises or organizations. In such event, Contractor and its sureties shall be liable for any damage to Owner resulting from such failures, whether or not Contractor’s right to proceed
with the work is terminated. This liability includes, but is not limited to, any increased cost incurred by Owner in completing the work.

20. **ENTIRE AGREEMENT; BINDING EFFECT:** This Contract, together with all exhibits, forms, attachments and addenda, contains the entire and integrated agreement between the parties hereto, superseding in all respects any and all prior oral or written negotiations, representations, agreements or understandings.

21. **MODIFICATION:** This Contract shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. Owner, may, at its discretion, amend this Contract to conform with federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule, or the activities to be undertaken as part of this Contract, such modification will be incorporated only by written amendment signed by both Owner and Contractor.

23. **AVAILABILITY OF FUNDS:** Payments under this Contract may require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payment required under this Contract, this Contract shall terminate without penalty to Owner. In such cases, Owner shall not be obligated to make payments under this Contract beyond those for completed work and which funds have previously been appropriated.

24. **SURVIVAL OF OBLIGATIONS:** The obligation of the parties concerning indemnification, liability, confidentiality, reporting and release of information shall survive the completion, termination or expiration of this Contract.

25. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. **SEVERABILITY:** If any provision or part of a provision of this Contract shall be determined to be void and unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in and hereby agree to its terms and conditions. This Contract is effective the date of the signature of CIHA herein.

**CONTRACTOR:**

__________________________
[NAME OF CONTRACTOR]

Print Name

Title

Date

**OWNER:**

__________________________
COOK INLET HOUSING AUTHORITY

Print Name

Title

Date
1. **HUD 5370**
   All reference to “HUD 5370” shall mean the General Conditions of the Contract for Construction, specification section 007213 which is an edited version of HUD 5370 that has been adapted by Cook Inlet Housing Authority for use on this project.

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

3. **PERMITS, FEES, AND UTILITIES**
   The Contractor shall secure and pay for all permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work, except for the MOA building permit fees which will be paid for by the Owner, that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

4. **DRUG FREE WORKPLACE**
   The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited on the premises of Cook Inlet Housing Authority, including all properties, premises, and work sites. Appropriate disciplinary actions, which may include termination, will be taken against Cook Inlet Housing Authority employees, contractors, and subcontractors for violations of the prohibition.

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

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

5. **COORDINATION WITH COOK INLET HOUSING AUTHORITY/CIHA**
   The term "Contracting Officer" shall mean Carol Gore, President / CEO for Cook Inlet Housing Authority. For purposes of this Contract, Cook Inlet Housing Authority’s (CIHA) Project Manager, will serve as the duly authorized representative of the Contracting Officer as Project Manager. Many times there will be changes to the contract documents in the form of an RFI response or a submittal response. Consistent with CIHA’s contracting processes; CIHA Project Manager may approve these changes to the contract documents.

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

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

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

If Cook Inlet Housing Authority requires the Contractor to work overtime, on weekends or on holidays in order to correct incomplete or nonconforming work, the Contractor must first notify Cook Inlet Housing Authority in writing of the overtime schedule. If Cook Inlet Housing Authority determines, in its sole discretion, that it is necessary to have Cook Inlet Housing Authority staff present or on call during the Contractor’s overtime, the Contractor shall reimburse Cook Inlet Housing Authority for all of its costs for such supervision or on call status, including but not limited to labor costs for Cook Inlet Housing Authority staff at time and a half the regular staff rate. Should the Contractor fail to reimburse Cook Inlet Housing Authority by the next progress payment requested by the Contractor, Cook Inlet Housing Authority may deduct such reimbursement from the Contractor’s next progress payment. Insufficient funds remaining for offset will result in a claim against the Contractor.
8. ALLOWABLE GENERAL REQUIREMENT COSTS AND CONTRACTOR FEE (PROFIT AND OVERHEAD) ON THE ORIGINAL WORK
Any and all costs associated with general requirements shall not exceed eight (8) percent of the direct costs associated with the Work.

Any and all profit plus overhead on the Work shall not exceed six (6) percent of the costs associated with the Work. No profit and overhead shall be permitted on general requirement costs.

9. ALLOWABLE GENERAL REQUIREMENT COSTS AND CONTRACTOR FEE (PROFIT AND OVERHEAD) ON CHANGE ORDERS AND EQUITABLE ADJUSTMENTS
Any and all costs associated with general requirements permitted under Clause 29 of the General Conditions of the Contract for Construction shall not exceed eight (8) percent of the direct costs associated with any change order or request for equitable adjustment.

Any and all profit plus overhead permitted under Clause 29 of the General Conditions of the Contract for Construction shall not exceed six (6) percent of the costs associated with any change order or request for equitable adjustment. No profit and overhead shall be permitted on general requirement costs.

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

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

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

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

12. ADDITIONAL REQUIREMENTS

a) **Notice of Differing Site Conditions:** The Contractor’s obligation to give “prompt notice” of a differing site condition, as set forth in the General Terms and Conditions at Paragraph
8(a), shall mean that the Contractor shall give written notice of the differing site condition to Cook Inlet Housing Authority by hand delivery, email or by facsimile (fax) transmittal at (907) 793-3070 within twenty-four (24) hours of discovery.

b) **Systems Start-Up and Testing:** The Contractor will be responsible for the initial start-up and testing of all systems and equipment.

c) **Submittals:** The Contractor shall provide with each required submittal a certificate attesting that the products or materials to be provided are (1) currently and readily available, (2) not obsolete or discontinued, and (3) not to be discontinued or deleted from the supplier or manufacturer’s stock within the next calendar year.

d) **Submitting As-Built Drawings and Operations and Maintenance Manuals:** The Contractor’s obligation to give “accurate information to be used in the preparation of permanent as-built drawings”, as set forth in the General Terms and Conditions at Paragraph 10(b), shall mean that the Contractor shall provide all such accurate information to Cook Inlet Housing Authority within five (5) days of the Contractor’s notice of final completion. Cook Inlet Housing Authority will not consider any final pay request from the Contractor, nor will any other monies be due to the Contractor, until CIHA has received all such accurate information to be used in the preparation of permanent as-built drawings.

The Contractor will collect all written and executed warranties and deliver them to Cook Inlet Housing Authority with the request for final inspection. Final operations and maintenance manuals will be delivered prior to the final completion date. Cook Inlet Housing Authority will not consider any final pay request from the Contractor, nor will any other monies be due to the Contractor, until CIHA has received all such written warranties and operations and maintenance manuals. Any and all costs incurred by Cook Inlet Housing Authority, or the A/E, in revising unacceptable O&M manuals will be offset from the Contractor's final pay request.

e) **Change Orders:** Unless otherwise required, the Contractor shall, within seven (7) calendar days following receipt of a Request for Proposal (RFP) or Directive for changes in the work submit in writing to the Project Manager a proposal for accomplishing such change or extra work. The proposal shall set forth any increase or decrease in cost to Cook Inlet Housing Authority in comparison to such cost had such change or extra work not been authorized. The proposal shall state the basis of compensation for all work in connection with any such changes or extra work. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract. If the facts justify it, after receipt of a written request from the Contractor within the seven (7) day period identified above, the Project Manager may extend the period for submission of the Contractor's proposal.

Sufficient detail shall be given in said proposal to permit thorough analysis of the proposal by the Project Manager. This detail must be provided regardless of the method used to determine the basis for compensation outlined in the General Terms and Conditions at Paragraph 29(f). Unless otherwise directed, the detail shall permit an analysis of all materials, labor, equipment and overhead costs as well as profit, and shall cover all work involved in accomplishing the change, whether deleted, added or changed.
f) Additional Basis for Default:
   i. In addition to the requirements set forth in the General Terms and Conditions at Paragraph 32, Cook Inlet Housing Authority may declare the Contractor to be in default in any situation where it determines that the Contractor has breached any provision of this Contract including, but not limited to, any of the following reasons:

   (1) Failure of the Contractor to begin work within the time specified in the Contract or as otherwise specified by Cook Inlet Housing Authority;

   (2) Failure of the Contractor to perform the work with sufficient labor, equipment, or material to ensure the timely completion of the work in accordance with the Contract’s requirements;

   (3) Unsatisfactory performance of the work;

   (4) Failure or refusal of the Contractor to remove material, or remove and replace any work rejected as defective or unsatisfactory;

   (5) Discontinuance of the work without approval by Cook Inlet Housing Authority;

   (6) Failure of the Contractor to resume work, which has been discontinued, within a reasonable time after notice by Cook Inlet Housing Authority to do so;

   (7) Insolvency or bankruptcy of the Contractor;

   (8) Any assignment of this Contract by the Contractor for the benefit of creditors;

   (9) Failure or refusal of the Contractor to, within ten (10) days of payment by Cook Inlet Housing Authority, make payments or show cause why payment should not be made, of any amounts due by the Contractor for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

   (10) Failure by the Contractor to protect, repair, or pay for any damages or injuries to persons or property; or

   (11) Failure by Contractor to remove from the job site any personnel of the Contractor or its subcontractors whom the Project Manager determines to be incompetent, dishonest, careless, inexperienced in work he is responsible for performing, negligent or uncooperative.

   ii. Cook Inlet Housing Authority may declare default and terminate the Contract, in whole or in part, for any reason set forth above or any other reason permitted under this Contract or by law, by providing written notice of such to the Contractor.

   iii. Should Cook Inlet Housing Authority declare default and terminate the Contract in whole or in part for any reason set forth in this Article Cook Inlet Housing Authority may, in addition to any other rights and remedies provided in this Contract, procure, upon such terms as it deems proper, services similar or identical to those terminated,
and the Contractor or the Contractor’s surety shall be liable to Cook Inlet Housing Authority for all excess costs incurred by Cook Inlet Housing Authority for obtaining such similar or identical work included within the terminated portion of the Contract. Such costs shall also include Cook Inlet Housing Authority’s additional administrative, procurement, and labor costs necessarily incurred.

iv. If the Contract is terminated for default Cook Inlet Housing Authority may, in addition to any other rights and remedies provided in this Contract, require the Contractor to transfer title and deliver immediately, in a manner required by Cook Inlet Housing Authority, such partially completed work, including where applicable, reports, working papers and other documents that the Contractor, or its agents or subcontractors, have produced or acquired in its performance of the Contract. Payment for partially completed work shall be made in an amount deemed reasonable and appropriate by Cook Inlet Housing Authority. Cook Inlet Housing Authority may withhold from such payment amounts deemed necessary by Cook Inlet Housing Authority to offset against additional costs or loss reasonably anticipated to occur.

v. The rights and remedies set forth in this Article are in addition to any and all other rights and remedies available to Cook Inlet Housing Authority under this Contract and law.

vi. Cook Inlet Housing Authority’s failure to exercise any right or remedy provided under the Contract shall not constitute a waiver of Cook Inlet Housing Authority’s rights and remedies in the event of any breach of Contract, default or subsequent event of breach of Contract or default. Consent or notice by Cook Inlet Housing Authority for one event may not be construed as consent or notice in the future.
INDEMNITY AND INSURANCE REQUIREMENTS

1. INDEMNIFICATION

   A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold
      Cook Inlet Housing Authority (“CIHA”), its subsidiaries, directors, officers, agents, officials,
      employees and consultants (collectively, “Indemnified Parties”) harmless from and against
      all claims or loss, including without limitation any and all demands, suits, expenses,
      damages, fines, charges, liens, actions or liability of any nature, kind or character
      whatsoever, and including without limitation, claims or loss resulting from injury, death,
      economic loss, violation of statutes, ordinances, constitutions or other laws, rules or
      regulations, contractual claims, attorneys’ fees, costs or expenses or any other kind of
      loss (collectively, “claims or loss”), related to, resulting from or arising directly or indirectly
      out of the activities of Contractor, the performance, failure of performance or breach of
      any term of this Contract by Contractor, or by any person or entity employed by Contractor
      in the performance of this Contract, regardless of whether such claim or loss is caused in
      part by Indemnified Parties.

   B. Contractor’s responsibility for defense and indemnification extends to and includes any
      claim or loss alleging acts or omissions by Indemnified Parties that are said to have
      contributed to the claim or loss. However, Contractor shall not be required to indemnify a
      party for any claim or loss that results from the sole negligence or willful misconduct of
      that Party.

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

   D. Contractor agrees that as part of any subcontract, its subcontractor shall provide
      assurance of defense and indemnity in CIHA’s favor that are identical in scope as those
      assumed by Contractor under the terms of this Contract.

   E. The requirement of any insurance required of Contractor under this Contract shall not limit
      Contractor’s indemnification responsibilities under this section in any way.

2. INSURANCE

   A. Without limiting the Contractor’s indemnification responsibilities, it is agreed that
      Contractor shall purchase, at its own expense, and maintain in force at all times during the
      performance of services under this agreement the following policies of insurance. Such
      policies shall be primary to any policies held by CIHA.

   B. Where specific limits are shown, it is understood that they shall be the minimum
      acceptable limits. If the Contractor’s policy contains higher limits, CIHA shall be entitled
      to coverage to the extent of such higher limits. Certificates of Insurance must be furnished
      to the Manager of Procurement prior to fully executing the Contract, and as a condition of
      payment, Contractor shall purchase and maintain insurance that will protect it from the
      claims arising out of its operations under the Contract, whether the operations are by
Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker’s Compensation Insurance, Employer’s Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

C. Contractors insurance shall name Cook Inlet Housing Authority (CIHA) as additional insured, except for Worker’s Compensation. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21.

D. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor’s services. All insurance companies obligated under the following described policies must have a best rating of “A - VII” or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

3. MINIMUM LIMITS OF LIABILITY

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

A. Worker’s Compensation and Employers’ Liability: The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).
   1. Workers Compensation - Statutory limits
   2. Employers Liability - $1,000,000 Each Accident, $1,000,000 Disease - Each Employee; $1,000,000 Disease - Policy Limits

B. Commercial General Liability Insurance: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of $1,000,000 combined single limit per occurrence. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).
   1. $1,000,000 Each Occurrence
   2. $2,000,000 General Aggregate
   3. $2,000,000 Products/Completed Operations Aggregate
   4. $1,000,000 Personal and Advertising Injury
   5. $50,000 Fire Damage Legal Liability (any one fire)
   6. $5,000 Medical Expense (any one person)

C. Commercial Automobile Liability Insurance - Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of $1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).

4. CANCELLATION, RENEWAL AND MODIFICATION

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

5. SUBCONTRACTORS

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

6. ADDITIONAL INSURED

Cook Inlet Housing Authority, ATTN: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503