REQUEST FOR QUOTE

# 20T-CN-331

WILSON STREET LANDSCAPING SERVICES

SEPTEMBER 2020

Prepared By:

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

Justina Meyer, Procurement Specialist II
Phone: (907) 793-3029  FAX: (907) 793-3070
Email: jmeyer@cookinlethousing.org
DIVISION 0 - BIDDING AND CONTRACTING REQUIREMENTS

<table>
<thead>
<tr>
<th>Division</th>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>000110</td>
<td>Table of Contents</td>
<td>1</td>
</tr>
<tr>
<td>000120</td>
<td>Specified Dates</td>
<td>1</td>
</tr>
<tr>
<td>001116</td>
<td>Request for Quote</td>
<td>4</td>
</tr>
<tr>
<td>002113</td>
<td>Instructions to Offerors, HUD form 5369-B</td>
<td>2</td>
</tr>
<tr>
<td>004103</td>
<td>Bidder's Checklist</td>
<td>1</td>
</tr>
<tr>
<td>004113</td>
<td>Quote Submittal Document</td>
<td>2</td>
</tr>
<tr>
<td>004546</td>
<td>Representations, Certifications, and Other Statement of Bidders Public and Indian Housing Programs, HUD form 5369-A</td>
<td>4</td>
</tr>
<tr>
<td>005213</td>
<td>Standard Form of Contract for Construction</td>
<td>5</td>
</tr>
<tr>
<td>007213</td>
<td>General Conditions</td>
<td>7</td>
</tr>
<tr>
<td>007300</td>
<td>Supplemental Conditions</td>
<td>6</td>
</tr>
<tr>
<td>007316</td>
<td>Indemnity and Insurance Requirements</td>
<td>3</td>
</tr>
<tr>
<td>007335</td>
<td>Alaska Native/American Indian Preference Requirements</td>
<td>1</td>
</tr>
<tr>
<td>007346</td>
<td>Wage Determination</td>
<td>1</td>
</tr>
</tbody>
</table>

ATTACHMENTS
Attachment A – R20-1682 3700 Wilson Stamped Plans 2020 08 26 ..............................................................31
Attachment B- Wilson Street Landscaping Takeoff ..............................................................1
<table>
<thead>
<tr>
<th>Description</th>
<th>Date and Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Last Day for Questions</td>
<td>September 22, 2020, 2:00 p.m.</td>
<td>via email</td>
</tr>
<tr>
<td>2. Quote Due Date</td>
<td>September 29, 2020, 2:00 p.m.</td>
<td>via email or mail</td>
</tr>
</tbody>
</table>

- All times stated in Alaska time zone
Cook Inlet Housing Authority (CIHA) is seeking quotes from responsive and responsible Contractors for the Wilson Street Landscaping Services, located at 3700 & 3702 Wilson Street in Anchorage, Alaska.

Please note CIHA’s change in Quote Acceptance. CIHA is taking extensive and proactive measures to prevent the spread of COVID-19 with a focus on protecting our most vulnerable populations, so until further notice, quotes will only be accepted via email or mail.

Quotes must be submitted, clearly marked: “Wilson Street Landscaping Services # 20T-CN-331.” Quotes must be received at CIHA, Attention: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503, no later than the deadline stated in the Specified Dates (Section 000120), according to the time clock located at CIHA’s front desk. CIHA will reject quotes received after the deadline. Faxed or hand-delivered quotes will not be accepted. Quotes may be emailed to jmeyer@cookinlethousing.org.

- **Mailed quotes**: Quotes must be received no later than the deadline stated in the Specified Dates (Section 000120) according to the time clock located at CIHA’s front desk.
- **Emailed quotes**: Quotes must be received no later than the deadline, according to the time and date received by CIHA’s email server.

All quotes must be submitted on forms supplied by CIHA and are subject to all requirements of the RFQ documents, including these Requirements for Bidding. All quotes must be regular in every respect and no interlineation, excisions, or special conditions shall be made or included in the Quote Submittal Document (Section 004113) by the Offeror.

**QUESTIONS**
CIHA will not be bound by any oral interpretations of this RFQ. Questions are encouraged, and should be sent in writing to Justina Meyer by the deadline in the Specified Dates (Section 000120).

- Email: jmeyer@cookinlethousing.org

No communication is to be directed to any other CIHA employee or CIHA representative.

**SCHEDULE**
The work is expected to begin approximately June 14, 2021 with an estimated completion date of June 19, 2021.

**SCOPE OF WORK**
In accordance with the construction drawings, locally building code requirements, Anchorage Municipal Code Title 21 and other authorities having jurisdiction supply all materials, labor, tools, equipment and supervision required to provide all landscaping services as specified in the construction drawings and landscaping plan. The work shall include, but not necessarily be limited to the following:
• Supply and install all specified planting materials including, turf (hydro seed), trees and shrubs. Refer to Landscaping Takeoff for plant types and quantities; Refer to sheet A4 of the Construction Drawings for tree and shrub planting details.

• Supply, place and grade all required growing medium (minimum 4” topsoil). This growing medium is to be to the complete satisfaction and approval of the Project Manager. Soil is to be raked and graded to maintain drainage patterns established onsite by others.

• Ensure that all planting materials delivered to the site are healthy, well-watered and prime specimens. Any plantings found to be distressed shall not be planted and shall to be removed for the project site. Refer to sheet A4 of the Construction Drawings for minimum planting sizes.

• Supply and install brown wood bark mulch at locations specified in the Landscaping Takeoff.

• Supply and install Black vinyl edging at mulch bed locations. Omit edging where mulch beds abut concrete or asphalt pavement. Refer to Landscape Takeoff for Vinyl edging locations.

• Supply and install weed matting below each mulch bed.

• West property line has existing trees to remain. Contractor to provide minor cleanup of overgrowth in this area to ensure smooth transition to new landscaping.

CONTRACTOR RESPONSIBILITIES
Landscaping contractor is responsible for the following:

• Minor raking and regrading as needed to maintain site drainage patterns established by excavation contractor during the final grading.

• Correct all items noted inspection deficiencies within 48 hours.

• Site clean-up. Remove all crew created debris associated with the work from the work site.

• Crew Supervision: monitor workmanship and compliance with construction documents and building codes.

• Worker safety

INDEMNITY AND INSURANCE REQUIREMENTS
See Insurance and Indemnity Requirements Form (Section 007316) for project insurance 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.

PREFERENCE STATEMENT
The work to be performed under this contract is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b)). In accordance with 25 U.S.C. 450e(b) and 24 CFR 1000.52, To the greatest extent feasible: (i) preferences and opportunities for training and employment shall be given to American Indians/Alaska Natives; and (ii) preferences in the award of contracts and subcontracts shall be given to AIAN-owned economic enterprises. The Contractor shall include this Indian Preference Statement, in its entirety, in every subcontract in connection with the awarded Contract, and shall, at the direction of CIHA, take appropriate action pursuant to the subcontract upon finding by recipient or HUD that the subcontract has violated 25 U.S.C. 450(e).

PREFERENCE FACTOR
American Indian/Alaska Native (AIAN), Small, Minority-, Woman-owned, and Section 3
preference in contracting is applicable to this Request for Quote and any contractor/firm/vendor stating a preference must submit a signed HUD 5369-A Certification Form (Section 004546) with their submitted bid to qualify for a preference; ownership must be a minimum of 51% and be active in the day-to-day control and operation of the business.

In those cases, where price is the determinative evaluation factor, CIHA shall make its award to the qualified AIAN-owned economic enterprises or organizations with the lowest responsible and responsive bid-quote if it is reasonable and no more than “X” percent higher than the overall lowest responsive and responsible quote received from all other qualified sources. The factor “X” is determined as follows:

<table>
<thead>
<tr>
<th>When the lowest responsive, responsible bid/quote is:</th>
<th>X = lesser of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $100,000</td>
<td>10% of that bid, or $9,000</td>
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<tr>
<td>At least $100,000, but less than $200,000</td>
<td>9% of that bid, or $16,000</td>
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<tr>
<td>At least $200,000, but less than $300,000</td>
<td>8% of that bid, or $21,000</td>
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<tr>
<td>At least $300,000, but less than $400,000</td>
<td>7% of that bid, or $24,000</td>
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<tr>
<td>At least $400,000, but less than $500,000</td>
<td>6% of that bid, or $15,000</td>
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<tr>
<td>At least $500,000, but less than $1,000,000</td>
<td>5% of that bid, or $40,000</td>
</tr>
<tr>
<td>At least $1,000,000, but less than $2,000,000</td>
<td>4% of that bid, or $60,000</td>
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<tr>
<td>At least $2,000,000, but less than $4,000,000</td>
<td>3% of that bid, or $80,000</td>
</tr>
</tbody>
</table>

If comparable quotes are submitted from a responsible non-AIAN and a responsible small, minority-, women-owned, or Section 3 enterprise, CIHA will award to the small, minority-, women-owned, or Section 3 enterprise assuming no responsible qualified AIAN source provides a quote considered comparable.

**WAGE DETERMINATION**

Cook Inlet Housing Authority has adopted Tribally-Designated wages. These Tribally-Designated wages replace and supersede Davis-Bacon wages and requirements thereunder on CIHA’s NAHASDA-funded projects. Certified payrolls are NOT required in conjunction with payment of Tribally-Designated wages; however, Cook Inlet Housing Authority continues to reserve the right to monitor the payment of the Tribally-Designated wages through employee interviews and/or record examination.

All wages paid for work performed under the awarded contract must be paid no less than the minimum wage rates (including the fringe benefit) as shown on Tribally-Designated Wage Rates (Section 007346). Please reference General Conditions (Section 007213) for additional wage information.

**REQUIREMENT FOR BIDDING**

Please note CIHA’s change in Quote Acceptance. CIHA is taking extensive and proactive measures to prevent the spread of COVID-19 with a focus on protecting our most vulnerable populations, so until further notice, quotes will only be accepted via email or mail.
**Section 004113 Quote Submittal Document shall be emailed or mailed and received by CIHA no later than the deadline listed in the Specified Dates (Section 00120). All other required documents listed on the Bidder’s Checklist may be emailed or mailed separately to Cook Inlet Housing Authority, Attn: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503. All bids and submittal items must be received by CIHA no later than the bid deadline.**

Offeror shall supply all information and submittals required by the RFQ documents to constitute a proper quote. The quote must clearly state the legal name, address, telephone number, and fax number of the Offeror. The quote must be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Offeror to the quote. Any changes that are made to this quote using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made. No quotes may be withdrawn without the written consent of CIHA for a period of FORTY FIVE (45) days subsequent to the deadline date for receipt of quotes.

**AWARD**
Award of a firm, fixed-price Contract for the specified Work will be made in accordance with CIHA’s procurement policies to the lowest priced, responsive and responsible Offeror. CIHA reserves the right to reject any and all quotes for this work and to waive any technicality or informality in the procurement process that is deemed in the best interest of CIHA. This Request for Quote is not to be construed as a commitment of any kind nor does it commit CIHA to pay for any cost incurred in the submission of any bid or any other incurred cost prior to the execution of a Contract.

**DISPUTES**
In the event any dispute arises from this RFQ, such dispute will be resolved in accordance with CIHA’s policies and procedures

END OF SECTION
1. Preparation of Offers
   (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
   (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
   (c) Offers for services other than those specified will not be considered.

2. Submission of Offers
   (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
   (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
   (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations
   (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
   (b) Offerors shall acknowledge receipt of any amendments to this solicitation by
      (1) signing and returning the amendment;
      (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
      (3) letter or telegram, or
      (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors
   Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor
   (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
      (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
      (2) Have a satisfactory performance record;
      (3) Have a satisfactory record of integrity and business ethics;
      (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
      (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contract by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.
   (b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers
   (a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
      (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
      (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
      (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
      (4) Is the only offer received.
   (b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
   (c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.
   (d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a logible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation built's-eye postmark on both the receipt and the envelope or wrapper.
   (e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the “Express Mail Next Day Service-Post Office to Addressee” label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. “Postmark” has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Previous edition is obsolete

Page 2 of 2

INSTRUCTIONS TO OFFERORS

002113-2

form HUD-5369-B (8/93)

ref Handbook 7401
NOTICE TO OFFERERS: REMOVE THIS SECTION AND SUBMIT WITH QUOTE

All responsive Quotes MUST contain the following:

1. Quote Submittal Document (Section 004113) □
2. Representations, Certifications, and Other Statements of Bidders (Section 004546) □
3. Documentation that the Contractor is an American Indian/Alaska Native Business concern (if applicable) □
4. Documentation that the Contractor is a Section 3 business concern (if applicable) □

Quotes submitted without one or more requirements listed above are subject to rejection as nonresponsive.
The undersigned, ____________________________ (Company Name) on this date: ________________ , having familiarized itself with the local conditions affecting the scope and cost of work, and with the Request for Quote (RFQ), including the Construction Drawings and Specifications, Quote Submittal Document, General Conditions, Form of Contract, American Indian/Alaska Native (AIAN) Requirements, project drawings, and the Scope of 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 Quote.

Offeror to submit a Lump Sum Quote to complete the Work as described in the RFQ. Additionally, the quote shall include all administrative requirements of the contract, including but not limited to the submission of a project schedule, safety plan, schedule of values, daily reports, submittals as required, and other tasks required under the contract, as well as ancillary and miscellaneous work as described or reasonably inferable from the RFQ.

Total Lump Sum Quote $ _________________________________

Written Amount: _________________________________

2) The lowest quote shall be determined by the Total Lump Sum Quote. The final contract scope will depend on Owner funding availability.

3) The successful Offeror will be required to submit within five (5) days from the Notice of Intent to Award hard copies of quote submittal documents (if originally sent by email).

4) In submitting this quote, it is understood that the right is reserved by CIHA to reject any and all quotes at its sole discretion and for its convenience or benefit. The Offeror agrees to execute and deliver to CIHA a contract in the prescribed.

5) I/We have enclosed with this quote the following items:
   a) Quote Submittal Document (Section 004113)
   b) Representations, Certifications, and Other Statements of Bidders (Section 004546)
   c) Documentation that the Contractor is a Section 3 business concern (if applicable)
   d) Documentation that the Contractor is an AIAN business concern (if applicable)

6) The Quote cannot be withdrawn for a period of FORTY FIVE (45) DAYS without the express permission of CIHA.

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

   Addendum No.: ___ Dated: __________
   Addendum No.: ___ Dated: __________
   Addendum No.: ___ Dated: __________

QUOTE SUBMITTAL DOCUMENT
8) I/We further understand the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001.

Quote Submitted by:

NAME OF OFFEROR

OFFICIAL ADDRESS

BY:

Signature

Address

Print Name and Title

C/S/Z

Email

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

Representations, Certifications,
and Other Statements of Bidders

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

Table of Contents

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Certificate of Independent Price Determination</td>
<td>1</td>
</tr>
<tr>
<td>2. Contingent Fee Representation and Agreement</td>
<td>1</td>
</tr>
<tr>
<td>3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</td>
<td>1</td>
</tr>
<tr>
<td>4. Organizational Conflicts of Interest Certification</td>
<td>2</td>
</tr>
<tr>
<td>5. Bidder's Certification of Eligibility</td>
<td>2</td>
</tr>
<tr>
<td>6. Minimum Bid Acceptance Period</td>
<td>2</td>
</tr>
<tr>
<td>7. Small, Minority, Women-Owned Business Concern Representation</td>
<td>2</td>
</tr>
<tr>
<td>8. Indian-Owned Economic Enterprise and Indian Organization Representation</td>
<td>2</td>
</tr>
<tr>
<td>9. Certification of Eligibility Under the Davis-Bacon Act</td>
<td>3</td>
</tr>
<tr>
<td>10. Certification of Nonsegregated Facilities</td>
<td>3</td>
</tr>
<tr>
<td>11. Clean Air and Water Certification</td>
<td>3</td>
</tr>
<tr>
<td>12. Previous Participation Certificate</td>
<td>3</td>
</tr>
<tr>
<td>13. Bidder’s Signature</td>
<td>3</td>
</tr>
</tbody>
</table>

1. Certificate of Independent Price Determination
(a) The bidder certifies that—

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

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

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

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

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

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

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

(e) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.
(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

[ ] Black Americans [ ] Asian Pacific Americans

[ ] Hispanic Americans [ ] Asian Indian Americans

[ ] Native Americans [ ] Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe"
9. Certification of Eligibility Under the Davis-Bacon Act
(applicable to construction contracts exceeding $2,000)

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)
This Contract, between the Cook Inlet Housing Authority, hereinafter called “CIHA” or “Owner,” 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: Wilson Street Landscaping Services  
CIHA Project number: 20T-CN-331  
Project address: 3700 & 3702 Wilson Street, Anchorage, AK

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 Quote #20T-CN-331 dated September 2020
2. Addendum No. ___ dated _____ [if applicable]
3. Contractor Quote dated_______
4. CIHA Indemnity and Insurance Requirements
5. General Conditions HUD form 5370EZ
6. Supplemental Conditions
7. Tribally Designated Wages
9. Current State of Alaska Contractor’s License
10. Current Municipality of Anchorage Contractor’s License
11. Current Certificate of Insurance
12. IRS Form W9
13. 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 time schedule established in the notice to proceed issued by CIHA. Time shall be of the essence in all cases.

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]  COOK INLET HOUSING AUTHORITY

Print Name  Print Name

__________________________  ____________________________
Title  Title

__________________________  ____________________________
Date  Date
General Contract Conditions for Small Construction/Development Contracts

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than $2,000 but not more than $150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370.

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA’s property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA’s property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

(a) Except for disputes arising under the Labor Standards clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(c) The Contractor’s right to proceed shall not be terminated or the Contractor charged with damages under this clause if –

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and

2. The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor’s right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

4. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or in court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contractor’s decision.

(e) (1) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor’s claim within days (60 days unless otherwise indicated) of receipt of the Contractor’s claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
(1) Workers’ Compensation, in accordance with state or Territorial Workers’ Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $_______ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a “claims-made” policy, then the following additional requirements apply: the policy must provide a “retroactive date” which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $_______ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder’s Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder’s Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder’s Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder’s Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA’s existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA’s approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor’s written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor
breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker’s Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor.

Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor’s Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall purchase items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall purchase items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the
qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

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

See Section 007346


(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all of the following criteria have been met:

(a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the “Statement of Compliance” required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that to which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, an apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) Certification of Eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government
contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.
1. HUD 5370-EZ
   All reference to “HUD 5370-EZ” shall mean the General Conditions of the Contract for Construction, specification section 007213 which is an edited version of HUD 5370-EZ 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. VALUE ENGINEERING
   Contractor is encouraged to develop, prepare and submit Value Engineering Change Proposals (VECP) voluntarily. Contractor shall share in any instance contract savings realized from accepted VECPs, as mutually agreed to between the parties or as determined appropriate by Cook Inlet Housing Authority (Owner).

6. 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.

7. 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.

8. 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.

9. ALLOWABLE GENERAL REQUIREMENT COSTS AND CONTRACTOR FEE (PROFIT AND OVERHEAD) ON THE ORIGINAL WORK
Any and all costs associated with general requirements shall not exceed 8% of the direct costs associated with the Work.

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

10. 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 8 of the General Conditions of the Contract for Construction shall not exceed 8% of the direct costs associated with any change order or request for equitable adjustment.

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

11. 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.

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 Cook Inlet Housing Authority 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 payment 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 or 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 Clause 8(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 Clause 4, 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.

END OF SECTION 007300
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. CONTINUATION OF COVERAGE

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

6. SUBCONTRACTORS

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

7. ADDITIONAL INSURED

Cook Inlet Housing Authority, ATTN: Procurement, 3510 Spenard Road, Suite 100, Anchorage, Alaska 99503
ALASKA NATIVE/AMERICAN INDIAN PREFERENCE REQUIREMENTS

READ THIS SECTION CAREFULLY

The work to be performed under this contract is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e).

Section 7(b) requires that to the greatest extent feasible: 1) preferences and opportunities for training and employment shall be given to Alaska Native/American Indians; and 2) preferences in the award of contracts and subcontracts shall be given to Alaska Native/American Indian organizations and Alaska Native/American Indian-owned economic enterprises.

The parties to the contract shall comply with the provisions of 7(b) of the Indian Act.

Subcontracting
In connection with this contract, the firm shall, to the greatest extent feasible, give preference in the award of any subcontracts to Alaska Native/American Indian economic enterprises, and preferences and opportunities for training and employment to Alaska Native/American Indians.

The firm shall include this Section 7(b) clause in every subcontract in connection with the project, and shall, at the direction of CIHA, take appropriate action pursuant to the subcontract upon a finding by CIHA or HUD that the subcontractor has violated the Section 7(b) clause.

Contracting Preference
Award of a contract, and application of preference, for these services shall be made by the Contracting Officer in accordance with Cook Inlet Housing Authority's Procurement Policy. Evidence must be submitted to show fully the extent of Alaska Native/American Indian ownership and interest in order to be considered.

Training and Employment Opportunities
The Contractor must provide, to the greatest extent feasible, preference in employment and training opportunities created as a result of this Invitation to Bid (ITB) or resulting contract by hiring qualified Alaska Native/American Indians in all positions other than core crew positions except where the firm adequately advertises a position opening and no Alaska Native/American Indian either qualifies or accepts the terms of employment.

Advertising
All preferences shall be publicly announced in the advertisement.

FAILURE to comply with the undertakings set out in the statements; awarding a subcontract without using the prescribed procedures or use of false representations with respect to granting Alaska Native/American Indian preference in awarding subcontracts shall constitute grounds for termination of a contract resulting from this Invitation to bids.
CIHA TRIBALLY-DESIGNATED WAGES

Cook Inlet Housing Authority has adopted tribally-designated wages. The tribally-designated wages replace and supersede Davis-Bacon wages and requirements thereunder. Certified payrolls are not required in conjunction with payment of tribally-designated wages; however, Cook Inlet Housing Authority continues to reserve the right to monitor the payment of the prevailing wages through employee interviews and/or record examination.

If there is a classification needed by the contractor that is not listed, it should be requested from Cook Inlet Housing Authority on company letterhead.

<table>
<thead>
<tr>
<th>Titles</th>
<th>Base Rate</th>
</tr>
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<tbody>
<tr>
<td>Carpenter/Rehab Craftsman</td>
<td>25.48</td>
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<tr>
<td>Cement Mason (including cement finishing)</td>
<td>21.30</td>
</tr>
<tr>
<td>Drywall Hanger</td>
<td>10.00</td>
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<tr>
<td>Electrician</td>
<td>22.99</td>
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<tr>
<td>Elevator Workers-Mechanic</td>
<td>59.11</td>
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<tr>
<td>Fence Erector (including wood &amp; chain link)</td>
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<tr>
<td>Glazier</td>
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<tr>
<td>Groundskeeper</td>
<td>16.35</td>
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<tr>
<td>Hod Carrier/Mason Tenders</td>
<td>14.24</td>
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<tr>
<td>HVAC Mechanic</td>
<td>48.04</td>
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<tr>
<td>Installer (batt &amp; blown insulation)</td>
<td>16.00</td>
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<td>Janitor/Custodian</td>
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<td>Laborer</td>
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<tr>
<td>Lead Carpenter</td>
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<tr>
<td>Locksmith &amp; Safe Repair</td>
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<tr>
<td>Maintenance Mechanic I</td>
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<tr>
<td>Maintenance Mechanic II</td>
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<td>Maintenance Repairer</td>
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<td>Painter</td>
<td>12.29</td>
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<tr>
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<tr>
<td>Plow Truck Driver</td>
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<tr>
<td>Truck Driver-Side Dumps</td>
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<tr>
<td>Plumber/Pipefitter</td>
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<td>Power Equipment Operator-Backhoe</td>
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<tr>
<td>Power Equipment Operator-Excavtor</td>
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<tr>
<td>Roofer &amp; Waterproofer</td>
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<tr>
<td>Roofer Material Handler (excluding shakes/shingles)</td>
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<tr>
<td>Sheet Metal (including HVAC Duct)</td>
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<tr>
<td>Soft Floor Layer</td>
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<tr>
<td>Urethaine Sprayer</td>
<td>19.00</td>
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<tr>
<td>Weatherization Technician</td>
<td>21.15</td>
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