



**OLD MAT PHASE II LIMITED PARTNERSHIP**

**REQUEST FOR QUOTE  
# 23P-DV-308**

**OLD MATANUSKA HOUSING  
DEVELOPMENT PH II  
PUR-102 INSPECTIONS**

**MARCH 2023**

Prepared By:

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**SPECIFIED DATES  
RFQ #23P-DV-308**

Description	Date and Time	Location
1. RFQ Packet Available	March 31, 2023, 2:00 p.m.	CIHA Website
2. Last Day for Questions	April 13, 2023, 4:00 p.m.	via email
3. Quote Due Date	April 27, 2023, 4:00 p.m.	via email or mail

**REQUEST FOR QUOTE  
OLD MATANUSKA HOUSING DEVELOPMENT PH II PUR 102 INSPECTIONS  
RFQ # 23P-DV-308**

On behalf of Old Mat Phase II Limited Partnership, Cook Inlet Housing Authority (CIHA) is seeking quotes from responsive and responsible firms for the Old Matanuska Housing Development PH II PUR 102 Inspections. The project site is at the parcel located at Section 18, Township 17N, Range 1E, Lot B5 in Wasilla, Alaska.

Quotes must be submitted, clearly marked: **“Old Matanuska Housing Development PH II PUR 102 Inspections # 23P-DV-308.”** Quotes must be received at CIHA, Attention: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503. CIHA will reject quotes received after the deadline in the Specified Dates (Section 000120). Faxed quotes will not be accepted.

**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 emailed to [jmeyer@cookinlethousing.org](mailto:jmeyer@cookinlethousing.org) no later than the deadline, according to the time and date received by CIHA’s email server.

**QUESTIONS**

CIHA will not be bound by an oral interpretation 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](mailto:jmeyer@cookinlethousing.org)

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

**SCHEDULE**

Construction is anticipated to start on July 01, 2023. CIHA expects the project to be completed by August 30, 2024.

**SCOPE OF WORK**

For a total of six (6) 4-plex buildings, provide all labor, materials, equipment, and administration to conduct a minimum of five (5) PUR-102 inspections per building (more may be required, depending on construction methods used) and complete an Alaska Housing Finance Corporation (AHFC) Form PUR-102, Summary of Building Inspections for each inspection on each building. At a minimum, inspections shall include: 1) Plan Approval (prior to construction start); 2) Footings and foundation; 3) Rough-in inspections; 4) Insulation and vapor barrier; 5) Final approval. Only an authorized inspector meeting AHFC’s criteria may perform the required inspections and complete the AHFC Form PUR-102. See attached “AHFC New Construction Inspection Guidelines” for more detailed information regarding the inspection guidelines/requirements. Firms are responsible to verify the Scope of Work assigned to this discipline.

The Owner shall not be responsible for paying any costs or charges related to PUR 102 inspections or testing requested by the General Contractor or others that are outside of the PUR 102 inspection firm’s contractual scope of work with the Owner unless specifically requested by the Owner. Any re-inspections that are required due to the General Contractor failing a PUR 102

inspection shall be paid by the General Contractor.

REPORTS: AHFC designed Form PUR-102, Summary of Building Inspections, for the authorized inspector to sign certifying that the construction is in compliance with the current building codes and local amendments. The applicable PUR-102 should remain on the construction site until all the inspections are completed and the inspector has signed off on the final inspection. The original PUR-102 inspection form shall be submitted to the Owner after being completed.

## **INDEMNITY AND INSURANCE REQUIREMENTS**

See Insurance and Indemnity Requirements Form (Section 007316) for detail on the 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.

## **INVOICING**

Invoices for services performed will be submitted monthly to Owner, based on Schedule of Values and percent of Work complete. Payment of invoices is due and owing thirty (30) days from the receipt of the invoice. Invoices must reference the Contract Number.

Invoices shall be mailed to Old Mat Phase II Limited Partnership, c/o Cook Inlet Housing Authority, 3510 Spenard Road, Anchorage, Alaska 99503, emailed to [cihaap@cookinlethousing.org](mailto:cihaap@cookinlethousing.org); or faxed to (907) 793-3087.

## **PAYMENT TERMS**

Terms are NET thirty (30) days.

## **CONTRACTOR RESPONSIBILITY**

A responsible Contractor must:

1. Have adequate financial resources to perform the Contract, or ability to obtain them;
2. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
3. Have the necessary productions, construction, and technical equipment and facilities, or the ability to obtain them;
4. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the offeror's existing commercial and governmental business commitments;
5. Have a satisfactory performance record;
6. Have a satisfactory record of integrity and business ethics; and
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under HUD-imposed Limited Denial of Participation.

Acceptable evidence of responsibility and qualification:

The Offeror will be required, upon Owner's request, to submit before Contract award a statement containing the following information:

1. List of completed projects of similar size and construction type in the last 5 years;
2. List of business references and contract information for organizations and owners for which the above projects were completed;
3. List of government projects completed in the last 5 years;
4. Firm resumé and proposed staff for the project.

## **REQUIREMENTS FOR BIDDING**

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 ninety (90) days subsequent to the deadline date for receipt of quotes.

**All offers 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 PUR 102 conditions shall be made or included in the Quote Submittal Document (Section 004113) by the offeror.

## **AWARD OF CONTRACT**

Award of a Firm, Fixed-Price Contract will be made in accordance with CIHA's Procurement Policies and Procedures and will be based on the written quotes received from responsible and responsive Contractors. No quote may be withdrawn without the written consent of CIHA for a period of ninety (90) days subsequent to the deadline for receipt of quotes. CIHA reserves the right to reject any and all quotes.

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 quote or any other incurred cost prior to the execution of a Contract.

Upon issuance of the Notice of Intent to Award, the successful contractor shall provide the following within ten (10) business days:

- Current Certificate of Insurance;
- Current State of Alaska Business License;
- Current State of Alaska Professional License;
- Current City of Wasilla License;
- Current Matanuska Susitna Borough License;
- IRS form W9;
- Federal Debarred Report;

## **DISPUTES**

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

**QUOTE SUBMITTAL DOCUMENT**  
**OLD MATANUSKA HOUSING DEVELOPMENT PH II PUR 102 INSPECTIONS**  
**RFQ # 23P-DV-308**

- 1) The undersigned, \_\_\_\_\_ (Company Name) on this date: \_\_\_\_\_, having familiarized itself with the local conditions affecting the scope and cost of work, and with the Request for Quote, including the Quote Submittal Document, Form of Contract, project drawings and the general Scope of Work, hereby proposes to furnish all 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 Old Matanuska Housing Development PH II PUR 102 Inspections 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, schedule of values, 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) 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.
- 3) The Offeror has enclosed with this quote the following items:
- a) Quote Submittal Document (Section 004113)
  - b) Offeror shall submit the basis and assumptions upon which the Offeror has calculated its bid, including types of inspections, quantities (or hours as applicable), and unit pricing (or hourly rate as applicable).
- 4) The Quote cannot be withdrawn for a period of ninety (90) days without the express permission of CIHA.
- 5) I/We further acknowledge receipt of the following addenda:
- a. Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_
  - b. Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

- 6) Non-Collusive Affidavit: By submission of this proposal, the proposer certifies that making the foregoing proposal, that such proposal is genuine and not collusive or a sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications or conference, with any person, to fix the proposal price of affiant or any other proposer, or to fix any overhead, profit or cost element or said proposal price, or of that of any other proposer, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal are true.
- 7) The Offeror further understands the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001. Quote submitted by:

**NAME OF PROPOSER**

**OFFICIAL ADDRESS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email





**PROFESSIONAL SERVICES CONTRACT**  
**Old Matanuska Housing Development Ph II - PUR-102 Inspections**  
**Contract No. 23P-DV-308**

OWNER Contact Information	CONTRACTOR Contact Information
Old Mat Phase II Limited Partnership (“Owner”)	[Name] (“Contractor”)
c/o Valley Residential Services	[Address]
1075 S. Check Street, Ste. 102	
Wasilla, Alaska 99654	[City, St. Zip]
(907) 357-0256	Phone
	E-Mail:
	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
John Weaver, President/CEO	TBD
Name Title	Name Title Title

Both Old Mat Phase II Limited Partnership (Owner) and \_\_\_\_\_ (Contractor) shall be collectively referred to herein as the "Parties."

**1. TERM OF CONTRACT**

The Contract term begins upon execution by the parties and continues until the Scope of Work has been completed by Contractor and accepted by **Owner**, unless sooner terminated pursuant to any provision of this Contract.

**2. SCOPE OF WORK**

Contractor agrees to provide certain services to **Owner** that include the following scope of services, in exchange for the compensation paid by **Owner** as described in section 5.1 (a) below. Such services are described as follows:

Contractor agrees to:

For a total of six (6) 4-plex buildings, provide all labor, materials, equipment, and administration to conduct a minimum of five (5) PUR-102 inspections (more may be required, depending on construction methods used) and complete an Alaska Housing Finance Corporation (AHFC) Form PUR-102, Summary of Building Inspections for each inspection on each building. At a minimum, inspections shall include: 1) Plan Approval (prior to construction start); 2) Footings and foundation; 3) Rough-in inspections; 4) Insulation and vapor barrier; 5) Final approval. Only an authorized inspector meeting AHFC’s criteria may perform the required inspections and complete the AHFC Form PUR-102. See

attached “AHFC New Construction Inspection Guidelines” for more detailed information regarding the inspection guidelines/requirements. Firms are responsible to verify the Scope of Work assigned to this discipline.

The Owner shall not be responsible for paying any costs or charges related to PUR 102 inspections or testing requested by the General Contractor or others that are outside of the PUR 102 inspection firm’s contractual scope of work with the Owner unless specifically requested by the Owner. Any re-inspections that are required due to the General Contractor failing a PUR 102 inspection shall be paid by the General Contractor.

REPORTS: AHFC designed Form PUR-102, Summary of Building Inspections, for the authorized inspector to sign certifying that the construction is in compliance with the current building codes and local amendments. The applicable PUR-102 should remain on the construction site until all the inspections are completed and the inspector has signed off on the final inspection. The original PUR-102 inspection form shall be submitted to the Owner after being completed.

### **3. CONTRACTOR RELATIONSHIP**

Contractor will act as a contractor under this Contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of **Owner** due to this Contract and therefore, the Contractor is not entitled to any medical, dental, or other insurance benefits. The Contractor will provide the services and achieve the results specified by **Owner** free from direction or control of **Owner** as to means and methods of performance.

### **4. TERM AND TERMINATION, RIGHTS AND REMEDIES**

**4.1 Termination without Cause** - This Contract may be terminated by mutual consent of both Parties, or by either party upon thirty (30) days’ written notice. Because circumstances may arise requiring **Owner** to discontinue a program or project to which Contractor’s activities relate, it is necessary for **Owner** to have the right to terminate this Contract with Contractor without cause. Therefore, Contractor agrees that **Owner** may at any time upon thirty (30) days’ written notice terminate this Contract without cause and reimburse Contractor as described in Paragraph 4.3.

**4.2 Termination for Cause - Owner** by written notice of default to the Contractor may terminate the whole or any part of this Contract if the Contractor:

- a. Fails to provide services required by this Contract within the time specified or any extension agreed to by **Contractor**; or
- b. Fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

**4.3 Rights Upon Termination** - In the event of termination under this Contract, Contractor shall not have any claim for damages but has the following rights and responsibilities:

- a. Contractor will be responsible for the demobilization of the crews, equipment, and materials of Contractor, if necessary;

- b. **Owner** will pay Contractor, on a pro rata basis for the portions of Work completed and materials delivered in accordance with the Contract prior to the notice, provided that, Contractor shall provide **Owner** with a detailed, written report of the Work performed thereunder to the date of termination; and
- c. Any other reasonable costs incidental to the termination of the Contractor Contract, provided that **Owner** has authorized these costs before the Contractor incurs them.

## 5. COMPENSATION AND MANNER OF PAYMENT

### 5.1 Fees for Work

- a. Contractor shall invoice **Owner** for Work performed and will be paid for Work rendered as described herein and for the price as specified below (Contractor quote dated \_\_\_\_\_, attached hereto, and incorporated by reference).  
  
\$ \_\_\_\_\_ ( \_\_\_\_\_ dollars)
- b. Invoices for services performed will be submitted monthly to **Owner**, based on Schedule of Values and percent of Work complete. Payment of invoices is due and owing thirty (30) days from the receipt of the invoice.
- c. Invoices shall reference **Contract No. 23P-DV-308**.
- d. Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to [cihaap@cookinlethousing.org](mailto:cihaap@cookinlethousing.org); 2) mail to Cook Inlet Housing Authority, Attention Accounts Payable, 3510 Spenard Road, Suite 100, Anchorage, Alaska 99503; or 3) fax to (907) 793-3077

## 6. REPRESENTATIONS AND WARRANTY

- 6.1 **Representations** - Contractor represents that it is customarily in business of the same nature as the Work to be performed hereunder and that the Work shall comply with all federal, state, and local laws and regulations.
- 6.2 **Warranty** - Contractor warrants to **Owner** that all Work will be of good and workmanship quality, free from faults and defects. Contractor shall correct promptly any Work of its own or its subcontractors found to be defective or not in compliance with the terms of this Contract.

## 7. 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.

## 8. RESERVED

9. **INDEMNITY** - See RFQ 23P-DV-308, Section 007316

10. **INSURANCE AND LIABILITY** – See RFQ 23P-DV-308, Section 007316

11. **CONFLICT OF INTEREST AND CONFIDENTIALITY**

11.1 **Confidentiality** - 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 Owner 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.

11.2 **Conflict of Interest**

- a. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and in the event of change in either his/her private interests or services under this Contract, he/she will inform the **CIHA Procurement Manager** regarding possible conflict of interest, which may arise as a result of such change.
- b. Except as to the regular operation of Contractor business, during the term of this Contract, the Contractor, its employees, and its agents who are privileged **to gain access to** confidential information, will not enter into any activity, employment, or business arrangement which conflicts or competes with the business interests of **OWNER**, its subsidiaries, parents or affiliates, or with Contractor obligations under this Contract. In addition to the foregoing, Contractor shall not, for any reason:
  - i. Use his/her status as a Contractor of **Owner** to obtain for his/her personal use, any loans, goods, services, cash, employment, or other benefits from any person or entity on terms which would not otherwise be available to him/her;
  - ii. Make any statement or perform any act intended to advance the interests of any competitor of **OWNER** in any way that could materially and adversely affect **OWNER**; or
  - iii. Solicit any employee of **OWNER** to join him/her in the formation or operation of any business intended to compete with **OWNER** or solicit the possible future employment of such employee by any such business.

In the event of doubt concerning the applicability of any of the foregoing to any proposed activity by Contractor, Contractor before engaging in such activity shall consult with the **CIHA Procurement Manager** before engaging in the proposed activity. The duty of **Owner** and Contractor to maintain confidentiality of information under this Section continues beyond the term of this Contract, or any extensions or renewals of same.

**12. ENTIRE CONTRACT**

This Contract represents the entire agreement between the Parties superseding any prior or concurrent Contracts as to the services being provided, and no oral or written terms or conditions, which are not contained in this Contract, shall be binding. This Contract may only be amended by written consent of the Parties and made a part of this Contract.

**13. 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 on page one of this contract. 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.

**14. 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.

**15. 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.

**16. ATTACHMENTS**

The following attachments are included and made a part of this Contract:

- A. Request for Quote # 23P-DV-308, dated March 2023;
- B. Addend(a/um) if any [include addendum number and date];
- C. Contractor Quote, dated \_\_\_\_\_ ;
- D. Indemnity and Insurance Requirements;
- E. Old Matanuska Townhouse Development – Phase 2 Unit Group 1A/1B, Permit Documents dated 02/10/2023;
- F. Old Matanuska Townhouse Development – Phase 2 Unit Group 2A/2B/2C/2D, Permit Document dated 02/10/2023;
- G. CIHA Old Mat Rd. Geotech Report;
- H. AHFC New Construction Guidelines, Version dated March 10, 2020;
- I. Current Certificate of Insurance;
- J. Current State of Alaska Business License;
- K. Current State of Alaska Professional License;
- L. Current City of Wasilla License;

- M. Current Matanuska Susitna Borough License;
- N. IRS form W9;
- O. Federal Debarred Report.

**17. CONTROLLING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the state of Alaska. Any legal action arising out of or relating to this Contract shall be brought and heard only in a state or federal court located in Anchorage, Alaska. Both Contractor and **Owner** submit to the personal jurisdiction of these courts and waive any right to change or challenge the venue specified above.

**18. EFFECTIVE DATE OF CONTRACT**

This Contract is not effective until fully executed by both Parties.

**CONTRACTOR:**

**OWNER:**

\_\_\_\_\_  
**[CONTRACTOR NAME IN CAPS]**

\_\_\_\_\_  
**OLD MAT PH. II LIMITED PARTNERSHIP**

[Enter Signer Name/Title]

John Weaver, President/CEO

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## INDEMNITY AND INSURANCE REQUIREMENTS

### 1. INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold **Cook Inlet Housing Authority ("CIHA"), Old Mat Phase II Limited Partnership, and Valley Residential Services**, 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 an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the **Indemnified Party**.
- C. In any and all claims against the **Indemnified Parties** by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- D. Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in **Indemnified Parties** favor that are identical in scope as those assumed by Contractor under the terms of this Contract.
- E. The requirement of any insurance required of Contractor under this Contract shall not limit Contractor's indemnification responsibilities under this section in any way.

### 2. INSURANCE

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

protect it from the claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

- C. Contractors insurance shall name **Cook Inlet Housing Authority ("CIHA"), Old Mat Phase II Limited Partnership, and Valley Residential Services** as additional insured, except for Professional Liability and 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"), Old Mat Phase II Limited Partnership, and Valley Residential Services**.
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"), Old Mat Phase II Limited Partnership, and Valley Residential Services**.
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"), Old Mat Phase II Limited Partnership, and Valley Residential Services**.



- D. Professional Liability Insurance - Covering all errors, omissions or negligent acts in the performance of services under this Contract. Limits required per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$250,000 per Occurrence/Annual Aggregate
\$100,000 - \$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000 - \$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Manager of Procurement

#### 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

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

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

<p><b>General Partner:</b> Valley Residential Services 1075 S. Check Street, Suite 102 Wasilla, Alaska 99654</p>	<p><b>Developer:</b> Cook Inlet Housing Authority ("CIHA") Attention: Procurement 3510 Spenard Road, Suite 100 Anchorage, Alaska 99503</p>
<p><b>Limited Partnership:</b> Old Mat Phase II Limited Partnership c/o Cook Inlet Housing Authority Attention: Procurement 3510 Spenard Road, Suite 100 Anchorage, Alaska 99503</p>	