



REQUEST FOR PROPOSAL

24T-DV-202

LENEL ACCESS CONTROL UPGRADES PROJECT

February 2024

Prepared By:

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

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**SPECIFIED DATES
ITB #24T-DV-202**

Description	Date and Time	Location
RFP Packet Available	February 1, 2024, 2:00 p.m.	CIHA website
Pre-Bid Walkthrough	Coordinate time and date for facility visits with Owner	
Last Day for Questions	February 13, 2024, 2:00 p.m.	via email
Proposal Due	February 22, 2024, 2:00 p.m.	via email or mail

REQUEST FOR PROPOSAL
RFP # 24T-DV-202

Cook Inlet Housing Authority (CIHA) is a state-chartered Housing Authority primarily funded by the Department of Housing and Urban Development, with other State and private grant funds, and loan sources. CIHA is accepting proposals from responsible and responsive firms to provide consolidation and upgrades of Lenel Access Control at twenty-three (23) of CIHA's properties in Anchorage and Eagle River, Alaska.

Proposals must be submitted, clearly marked: "**Attn: Procurement, RFP# 24T-DV-202, Lenel Access Control Upgrades Project – Do Not Open**". CIHA will reject proposals received after the deadline. Faxed proposals will not be accepted.

- **Mailed or hand-delivered proposals:** Proposals 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.
- **Emailed proposals:** Proposals must be received no later than the deadline stated in the Specified Dates (Section 000120), according to the time and date received by CIHA's email server. Emailed proposals may be submitted to jmeyer@cookinlethousing.org.

QUESTIONS

CIHA will not be bound by any oral interpretations of this RFP. 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 employees or CIHA representative.

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

SCOPE OF WORK

Consolidation of licenses and existing Lenel OnGuard Servers for CIHA's 23 facilities (Eklutna Estate has an existing DSX access control system) into one Lenel OnGuard Server. CIHA would prefer the ability for the server to be virtual (*Microsoft Hyper-V or VMware preferred*) with network connection both provided by CIHA's IT department.

The Lenel support license shall accommodate up to 128 doors and allow up to 10 simultaneous browser client users in the system at a time.

The consolidation of the Lenel system shall allow for the creation of a centralized user profile and credential database that can be viewed and managed from any property on the network or offsite (i.e. from a web interface). In addition, transition existing credentials from older less secure formats to a new single more secure format that eliminates the chance of duplication.

CIHA understands that some of the existing card readers may not work with the new credentials/format and will have to be replaced. The Proposal Pricing Form includes a line item

for 40 hours of labor to test the existing card readers and a price to replace a card reader that can read the new credentials/format. See Section 011000 Summary of Work for more specific details.

SCHEDULE

The anticipated start date is mid-March 2024, and the completion date is October 31, 2024.

INDEMNITY AND INSURANCE REQUIREMENTS

See Insurance and Indemnity Requirements (Section 007316) for detail on these requirements. No contract will be signed until the certificate(s) of insurance have been received and approved by the CIHA Procurement Manager. If the insurance expires or is cancelled during the term of the contract, related payments may be suspended.

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

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 (AIAN); 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 will be given to American Indian/Alaska Native (AIAN), Small-, Minority- and Women-owned businesses. AIAN, Small-, Minority- and Women-owned businesses are encouraged to submit proposals.

PREFERENCE FACTOR

Alaska Native/American Indian (AIAN), Small-, Minority- and Women-owned preference in contracting is applicable to this Request for Proposal and any contractor/firm/vendor stating a preference must submit a signed HUD 5369-A Certification Form (Section 004546) with their submitted proposal 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. CIHA shall reserve fifteen percent (15%) of the total of available rating points for qualified AIAN-owned organizations or economic enterprises and five percent (5%) for Small-, Minority- and Women-owned businesses.

The prospective contractor must provide, to the greatest extent feasible, preference in employment and training opportunities created as a result of a contract awarded as a result of the RFP.

INVOICING

Invoices are to include the Contract control number, date(s), requestor's name, location of service and a list of exact services performed. Invoices shall be sent by mail to CIHA's Accounts Payable Department, 3510 Spenard Road, Anchorage, Alaska 99503, by fax to (907) 793-3077, or by email to cihaap@cookinlethousing.org.

PROPOSAL SUBMITTAL REQUIREMENTS

See Section 004103 Proposer's Checklist

GENERAL CONDITIONS TO PROPOSERS

The general rules and conditions which follow apply to this proposal.

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

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

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

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

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

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

RFP CONDITIONS AND PROVISIONS

- If any Proposer is in doubt as to the intent or meaning of any part of this Request for Proposal or should Cook Inlet Housing Authority omit anything from this RFP which is necessary for clear understanding of the Work, or should it appear that various instructions are in conflict, the Proposer should contact the Cook Inlet Housing representative listed on the cover page of this document by the deadline for questions.
- Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.
- The format of the vendor's proposal must be consistent with the format of the specifications listed.
- All participating Proposers, by their proposal submission, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.

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

EVALUATION PROCESS

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

- An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the bidder to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100-point scale. The proposal(s) that accrues the highest point total shall be recommended for award subject to the best interests of CIHA. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds CIHA's requirements. Section 004110 Evaluation Criteria lists the maximum points associated with each category.
- Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting CIHA's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal.
- Vendor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by CIHA during assignment of points.
- All contractors who submitted a proposal will be notified in writing of the results after the scoring and subsequent due diligence is completed.
- Any award as a result of this request for proposal shall be contingent upon the execution of an appropriate contract. This RFP and its attachments shall form the basis of the Contract Terms and Conditions. **Exceptions or deviations to this proposal must not be added to the proposal pages but must be on vendor's letterhead and accompany the proposal.** Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. CIHA reserves the right to reject any or all of your proposed modifications.

AWARD

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

Selection: CIHA desires to enter into negotiations and ultimately reach an agreement with the Proposer who demonstrates the best combination of attributes. CIHA may conduct discussions

with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by CIHA will be deemed preliminary in nature, the document and process will be deemed confidential until the successful proposer is selected. CIHA is not required to accept the proposal with the lowest cost proposal.

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the deadline date for receipt of the proposals without the written consent of CIHA. In no way does this request for proposal constitute a contract, or obligate CIHA in any way.

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

The awarded contractor will submit the following documents:

- State of Alaska Business License
- Certificate of Insurance as defined by this RFP
- IRS form W9
- CIHA Vendor Maintenance Form and ACH Registration

DISPUTES

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

INSTRUCTIONS TO OFFERORS

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1. PROPOSAL PREPARATION AND SUBMISSION

(a) Offerors are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the General Conditions of the Contract for Construction). Failure to do so will be at the Offerors' risk.

(b) All proposal prices must be submitted on the forms provided by Cook Inlet Housing Authority (referred herein as "Owner"). Offerors shall furnish all the information required by the solicitation. Proposals must be signed and the offeror's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the offeror. Erasures or other changes must be initialed by the person signing the bid. Proposals signed by an agent shall be accompanied by evidence of that agent's authority. (Offerors should retain a copy of their proposal for their records.)

(c) [deleted]

(d) All proposal documents shall be sealed in an envelope, or other container, which shall be clearly marked with the words "Bid Documents," the Request for Proposal (RFP) number, any project or other identifying number, the offeror's name, and the date and time for receipt of proposals.

(e) If this solicitation requires proposing on all items, failure to do so will disqualify the proposal. If proposing/bidding on all items is not required, Offerors should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate proposals/bids will not be considered.

(g) Unless expressly authorized elsewhere in this

solicitation, proposals submitted by email or facsimile (fax) machines will not be considered.

(h) [deleted]

2. EXPLANATIONS AND INTERPRETATIONS TO PROSPECTIVE OFFERORS

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective offeror concerning this solicitation will be furnished promptly to all other prospective Offerors as a written amendment to the solicitation, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to other prospective Offerors.

(b) Any information obtained by, or provided to, a offeror other than by formal amendment to the solicitation shall not constitute a change to 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 amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The Owner must receive acknowledgement by the time and at the place specified for receipt of proposals. Proposals which fail to acknowledge the offeror's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the Owner's requirements.

(c) Amendments will be on file in the offices of the Owner at least 7 days before bid opening.

4. RESPONSIBILITY OF PROSPECTIVE CONTRACTOR

(a) The Owner will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of an offeror, the Owner will consider such matters as the offeror's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a proposal is considered for award, the offeror may be requested by the Owner to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the offeror to provide such additional information shall render the offeror non-responsible and ineligible for award.

5. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF PROPOSALS

(a) Any proposal 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 Owner that the late receipt was due solely to mishandling by the Owner after receipt at the Owner; or

(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 observed holidays.

(b) Any modification or withdrawal of a proposal is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late proposal, 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 legible date or the proposal, 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 bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Owner is the time/date stamp of Owner on the proposal wrapper or other documentary evidence of receipt maintained by the Owner.

(e) The only acceptable evidence to establish the date of mailing of a late proposal, 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 Failure by an offeror to acknowledge receipt of the envelope or wrapper.

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

(g) 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 the exact time set for opening of proposals; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the offeror is mailed and postmarked prior to the specified proposal opening time. A proposal may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for opening of proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal.

6. SERVICE OF PROTEST

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective offeror whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer

**LENEL ACCESS CONTROL UPGRADES PROJECT
COOK INLET HOUSING AUTHORITY**

**SECTION 002113
INSTRUCTIONS TO OFFERORS**

by obtaining written and dated acknowledgement from:

Rashaad Esters, Procurement Manager
Cook Inlet Housing Authority
3510 Spenard Road, Suite 100
Anchorage, Alaska 99503

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the Owner's protest policy and procedures, copies of which are maintained at the Owner.

7. CONTRACT AWARD

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

(b) The Owner may

- (1) reject any or all offers if such action is in Owner'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, Owner 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, Owner 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 Owner.

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

8. BID GUARANTEE (applicable to construction and equipment contracts exceeding \$25,000)

All proposals must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company

acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the Owner. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful offeror as required by the solicitation. Failure to submit a bid guarantee with the bid/proposal shall result in the rejection of the bid/proposal. Bid guarantees submitted by unsuccessful Offerors will be returned as soon as practicable after proposal opening.

9. ASSURANCE OF COMPLETION

(a) Unless otherwise provided in State law, the successful offeror shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

~~(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;~~

~~(2) separate performance and payment bonds, each for 100 percent of the contract price;~~

~~(3) a 20 percent cash escrow;~~

~~(4) a 25 percent irrevocable letter of credit; or,~~

~~(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).~~

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium

and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful offeror to obtain the required assurance of completion within the time specified, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall render the offeror ineligible for award. The Owner may then either award the contract to the next lowest responsible offeror or solicit new proposals. The Owner may retain the ineligible offeror's bid guarantee.

10. PRECONSTRUCTION CONFERENCE (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful offeror will be required to attend a preconstruction conference with representatives of the Owner and its architect/engineer, and other interested parties convened by the Owner. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The Owner will provide the successful offeror with the date, time, and place of the conference.

**NOTICE TO PROPOSER:
PLEASE REMOVE THIS SECTION FROM THE REST OF THE RFP
AND SUBMIT WITH PROPOSAL**

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

1. **Cover Page** Submit on letterhead, signed by a duly authorized officer, employee or agent of the organization and include the firm name, address, telephone number. Include the name and title of the person authorized to execute a contract.
2. **Table of Contents** (optional)
3. **Executive Summary** Each proposal shall include an Executive Summary section indicating the respondent's:
 - a) Brief understanding of the scope of services,
 - b) Overview of proposed plan to provide all requested services, including: brief description of services for each property; proposed products to be used; proposed sequence of bringing properties on to the new server & IT network and exclusions, if any.
4. **Statement of Qualifications**
 - a) A detailed statement as to the organization's qualifications to perform the services;
 - b) Proposed team and resources available to perform the services, including a summary of their experience providing similar services to similar clients;
 - c) Provide three (3) references from current clients of a similar size and nature to CIHA who receive similar services. Include the company name, contact name, phone number, and a description of the services provided.
5. **Proposal Pricing** Provide pricing as indicated on Section 004113 Proposal Price Form.
6. **Addendum acknowledgement(s)**
7. **Completed Certifications and Representations of Offerors** (Section 004546)
8. **Completed Lobbying Certification and Disclosure** (Section 004549)
9. **Documentation that the Proposer is an American Indian/Alaska Native Business Concern** (if applicable)

Proposals submitted without one or more requirements listed above are subject to rejection as nonresponsive.

EVALUATION CRITERIA

In addition to containing documentation required from the Contractor under this RFP, Contractor’s proposal shall be evaluated on the following criteria and graded based on points awarded for each line item described below.

1)	Alaska Native/American Indian - owned preference (if applicable must submit HUD 5369-C). Maximum points shall be 15 or Small/Minority/Woman-Owned Business Concern Maximum points shall be 5.	15 or 5
2)	Executive Summary & Statement of Qualifications. Maximum Points shall be 45.	40
3)	Proposal Pricing Form. Maximum points shall be 30.	45

Total Possible Points ----- 100

PREFERENCE FACTOR

AIAN/Small/Women/Minority-owned preference in contracting is applicable to this Request for Proposal and any vendor/firm/vendor stating a preference must submit a signed HUD 5369-C Certification Form (Section 004546) with their submitted proposal 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. CIHA shall reserve fifteen percent (15%) of the total of available rating points for qualified AIAN-owned organizations or economic enterprises and five percent (5%) for Small-, Minority- and Women-owned businesses.

The prospective vendor must provide, to the greatest extent feasible, preference in employment and training opportunities created as a result of this Request for Proposal.

PROPOSAL PRICING FORM
LENEL ACCESS CONTROL UPGRADES PROJECT
RFP # 24T-DV-202

- 1) The undersigned, _____ (Company Name) on this date: _____, having familiarized itself with the local conditions affecting the cost of work, and with the Request for Proposal (RFP), this pricing form, General Conditions, Form of Contract, and the general Scope of Work, hereby proposes to furnish all labor, material, and equipment required to complete the project in accordance with this RFP as stated below.

The Pricing stated below includes the costs and fees as described in the RFP. Additionally, the Pricing shall include all administrative requirements of the contract, including the submission of a project schedule that shows approximately when properties will be converted to the new system, schedule of values, submittals as required, and other tasks required under the contract, as well as ancillary and miscellaneous work as may be described in or reasonably inferable from the RFP.

Contractor acknowledges and hereby expressly agrees to work closely with Cook Inlet Housing Authority (Owner) during the project.

- a. Compensation on a lump sum basis for Lenel Server Headend (up to 128 doors & 10 users, 1-year Lenel Support License).
\$ _____

(Written Amount: _____)

- b. Compensation on a lump sum basis for Salamatof Heights (9131 Centennial Circle).
\$ _____

(Written Amount: _____)

- c. Compensation on a lump sum basis for Knik Corners (8800 Centennial Circle).
\$ _____

(Written Amount: _____)

- d. Compensation on a lump sum basis for Chickaloon Landing (8901 Peck Ave.).
\$ _____

(Written Amount: _____)

- e. Compensation on a lump sum basis for Kenaitze Pointe (8871 Centennial Circle).
\$ _____

(Written Amount: _____)

- f. Compensation on a lump sum basis for Tyonek Terrace (9141 Peck Ave.).
\$ _____

(Written Amount: _____)

- g. Compensation on a lump sum basis for Caswell Court (8860 Centennial Circle).
\$ _____
(Written Amount: _____)
- h. Compensation on a lump sum basis for Creekview Plaza 49 (1400 & 1450 Muldoon Rd.).
\$ _____
(Written Amount: _____)
- i. Compensation on a lump sum basis for Qevu Village (13600 Old Seward Hwy.).
\$ _____
(Written Amount: _____)
- j. Compensation on a lump sum basis for Coronado Park Senior (16820 Coronado Street).
\$ _____
(Written Amount: _____)
- k. Compensation on a lump sum basis for Qintali View (11500 Conquistador Drive).
\$ _____
(Written Amount: _____)
- l. Compensation on a lump sum basis for Eklutna Estates (8850 Centennial Circle).
\$ _____
(Written Amount: _____)
- m. Compensation on a lump sum basis for Grass Creek North (7861 Betnu Circle).
\$ _____
(Written Amount: _____)
- n. Compensation on a lump sum basis for Woven House (7900, 7902, 7905 Creekside Center Drive).
\$ _____
(Written Amount: _____)
- o. Compensation on a lump sum basis for Elizabeth Place (925 W. 7th).
\$ _____
(Written Amount: _____)
- p. Compensation on a lump sum basis for Qanchi Place (630 W. 8th Ave.).
\$ _____
(Written Amount: _____)

- q. Compensation on a lump sum basis for Thirteen Ten W. 32nd (1310 W. 32nd Ave.).
\$ _____
(Written Amount: _____)
- r. Compensation on a lump sum basis for 3600 Spenard (3600 Spenard).
\$ _____
(Written Amount: _____)
- s. Compensation on a lump sum basis for Chabala Corners (1381 & 1391 Chugach Way).
\$ _____
- t. Compensation on a lump sum basis for CIHA Warehouse (1305 W. 32nd).
\$ _____
(Written Amount: _____)
- u. Compensation on a lump sum basis for Lenel System Administrator Training for 2 seats).
\$ _____
(Written Amount: _____)
- v. Compensation on a lump sum basis for 40 hours of labor for testing of existing card readers at the 22 properties.
\$ _____
(Written Amount: _____)
- w. Compensation on a lump sum basis to furnish & install 1 multi-class card reader.
\$ _____
(Written Amount: _____)
- x. Compensation on an hourly basis for service calls for the first year.
\$ _____
(Written Amount: _____)

Note: The above Pricing will be the items used in the Evaluation Criteria Scoring in addition to the Statement of Qualifications and Scope of Work.

- 2) In submitting this Proposal, it is understood that the right is reserved by Owner to reject any and all Proposals at its sole discretion and for its convenience or benefit. The proposer agrees to execute and deliver to Owner a contract in the prescribed form and furnish the required performance and payment bonds within ten (10) days of Contract execution.
- 3) Offeror agrees to keep its Proposal open for acceptance until sixty (60) days subsequent

to the deadline date for receipt of the Proposal

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

Addendum No.: ___ Dated: _____	Addendum No.: ___ Dated: _____
Addendum No.: ___ Dated: _____	Addendum No.: ___ Dated: _____
Addendum No.: ___ Dated: _____	Addendum No.: ___ Dated: _____
Addendum No.: ___ Dated: _____	Addendum No.: ___ Dated: _____

5) 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.

6) I/We further understands the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001.

Proposal Submitted by:

Signature

Printed Name

Title

Address

Email

Telephone

Fax

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as PRINCIPAL, and _____ as SURETY, are held firmly bound into COOK INLET HOUSING AUTHORITY (hereinafter called "CIHA"), Owner, in the penal sum of (\$ _____), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated this _____ day of _____ 2024, for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within six (6) months after the bid opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with CIHA in accordance with the bid. as accepted, and give the required performance and payment security, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such security within the time specified, if the Principal shall pay CIHA the difference between the amount specified in said bid and the amount for which CIHA may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this _____ day of _____ 2024, the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Corporate Seal)

(Principal)

(Seal)

(Surety)

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 01/31/2026)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects (See instructions) Reason for submission:		For HUD HQ/FmHA use only	
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
 2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
 3. All the names of the controlling participants who propose to participate in this project are listed above.
 4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
 5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
 6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
 7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
 8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Previous Participation Certification

OMB Approval No. 2502-0118
 (Exp. 01/31/2026)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date	

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> C. Disclosure or Certification problem	
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system <input type="checkbox"/> D. Other (attach memorandum)	
Signature of authorized reviewer		Signature of authorized reviewer	
		Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

PRA Statement: The public reporting burden is estimated at 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- [] Black Americans [] Asian Pacific Americans
- [] Hispanic Americans [] Asian Indian Americans
- [] Native Americans [] Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

SIGNATURE: _____

TITLE: _____

DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A



**STANDARD CONSTRUCTION CONTRACT
 LENEL ACCESS CONTROL UPGRADES PROJECT
 Contract No. RFP #24T-DV-202**

OWNER Contact Information	CONTRACTOR Contact Information	
Cook Inlet Housing Authority ("CIHA" or "Owner")	[Name]	("Contractor")
3510 Spenard Road	[Address]	
Anchorage, Alaska 99503	[City, St. Zip]	
Phone: (907) 793-3000	Phone	
	E-Mail:	
	Fed ID/SSN No.	
Contracting Officer:	Contractor Contact:	
Gabriel Layman, President/CEO	TBD	
Name, Title	Name, Title	

This Contract, between the Cook Inlet Housing Authority, hereinafter called "CIHA" or "Owner," and ___TBD___, 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: LENEL ACCESS CONTROL UPGRADES PROJECT
 CIHA Project number: RFP #24T-DV-202
 Project address: 23 CIHA Properties in Anchorage and Eagle River, Alaska

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

_____ **[WRITTEN AMOUNT]** _____ **Dollars (\$ _____),**

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

This Contract also includes the following sections and attachments (collectively, "Contract Documents"):

1. Request for Proposal, #24T-DV-202, dated February 2024;
2. Addendum No.____, dated____, [if applicable];
3. Contractor Quote dated____, 2024;
4. CIHA Indemnity and Insurance Requirements;
5. Current State of Alaska Business License;
6. Current State of Alaska Specialty License [if applicable];
7. Current State of Alaska Contractor's License;
8. Current Municipality of Anchorage Contractor's License;
9. Current Certificate of Insurance;
10. IRS Form W9;
11. Federal Debarred Report (Excluded Parties);

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

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

Contractor further covenants and agrees that all materials shall be furnished and delivered, and all labor shall be done and performed, in every respect to the satisfaction of CIHA, to provide substantial completion within the contract period on or before October 31, 2024 or within seventeen (17) calendar days of the effective date of this Contract or within the time schedule established in the notice to proceed issued by CIHA. Time shall be of the essence in all cases.

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, 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. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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.
12. **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.
13. **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.
14. **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.
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. **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.
17. **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.
18. **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. 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.
19. **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.

20. **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.
27. **RETAINAGE:** The Owner shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract.

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:

OWNER:

[NAME OF CONTRACTOR]

COOK INLET HOUSING AUTHORITY

Print Name

Print Name

Title

Title

Date

Date

SAMPLE

SUPPLEMENTARY CONDITIONS
RFP # 24T-DV-202

1. HUD 5370

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

2. BUSINESS LICENSE AND EQUIPMENT

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

3. PERMITS, FEES, AND UTILITIES

The Contractor shall secure and pay for all permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

4. DRUG FREE WORKPLACE

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

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

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

5. COORDINATION WITH COOK INLET HOUSING AUTHORITY/CIHA

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

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

6. JOBSITE SUPERINTENDENT

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

7. INCOMPLETE OR UNSATISFACTORY WORK, INCLUDING PUNCH LIST ITEMS

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

If Cook Inlet Housing Authority requires the Contractor to work overtime, on weekends or on holidays in order to correct incomplete or nonconforming work, the Contractor must first notify Cook Inlet Housing Authority in writing of the overtime schedule. If Cook Inlet Housing Authority determines, in its sole discretion, that it is necessary to have Cook Inlet Housing Authority staff present or on call during the Contractor's overtime, the Contractor shall reimburse Cook Inlet Housing Authority for all of its costs for such supervision or on call status, including but not limited to labor costs for Cook Inlet Housing Authority staff at time and a half the regular staff rate. Should the Contractor fail to reimburse Cook Inlet Housing Authority by the next progress payment requested by the Contractor, Cook Inlet Housing Authority may deduct such reimbursement from the Contractor's next progress payment. Insufficient funds remaining for offset will result in a claim against the Contractor.

8. ALLOWABLE GENERAL REQUIREMENT COSTS AND CONTRACTOR FEE (PROFIT AND OVERHEAD) ON THE ORIGINAL WORK

Any and all costs associated with general requirements shall not exceed 10% of the direct costs associated with the Work.

Any and all profit plus overhead on the Work shall not exceed 10% of the costs associated with the Work. No profit and overhead shall be permitted on general requirement costs.

9. ALLOWABLE GENERAL REQUIREMENT COSTS AND CONTRACTOR FEE (PROFIT AND OVERHEAD) ON CHANGE ORDERS AND EQUITABLE ADJUSTMENTS

Any and all costs associated with general requirements permitted under Clause 29 of the General Conditions of the Contract for Construction shall not exceed 10% of the direct costs associated with any change order or request for equitable adjustment.

Any and all profit plus overhead permitted under Clause 29 of the General Conditions of the Contract for Construction shall not exceed 10% of the costs associated with any change order or request for equitable adjustment. No profit and overhead shall be permitted on general requirement costs.

10. WARRANTY

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

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

11. 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 manufacture'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 pay request from the Contractor, nor will any other monies be due to the Contractor, until CIHA has received all such written warranties and operations and maintenance manuals. Any and all costs incurred by Cook Inlet Housing Authority, or the A/E, in revising unacceptable O&M manuals will be offset from the Contractor's final pay request.

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

Sufficient detail shall be given in said proposal to permit thorough analysis of the proposal by the Project Manager. This detail must be provided regardless of the method used to determine the basis for compensation outlined in the General Terms and Conditions at Paragraph 29(f). Unless otherwise directed, the detail shall permit an analysis of all materials, labor, equipment and overhead costs as well as profit, and shall cover all Work involved in accomplishing the change, whether deleted, added or changed.

- f) **Additional Basis for Default:**
- i. In addition to the requirements set forth in the General Terms and Conditions at Paragraph 32, Cook Inlet Housing Authority may declare the Contractor to be in default in any situation where it determines that the Contractor has breached any provision of this Contract including, but not limited to, any of the following reasons:
 - (1) Failure of the Contractor to begin work within the time specified in the Contract or as otherwise specified by Cook Inlet Housing Authority;
 - (2) Failure of the Contractor to perform the work with sufficient labor, equipment, or material to ensure the timely completion of the work in accordance with the Contract's requirements;
 - (3) Unsatisfactory performance of the work;

- (4) Failure or refusal of the Contractor to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - (5) Discontinuance of the work without approval by Cook Inlet Housing Authority;
 - (6) Failure of the Contractor to resume work, which has been discontinued, within a reasonable time after notice by Cook Inlet Housing Authority to do so;
 - (7) Insolvency or bankruptcy of the Contractor;
 - (8) Any assignment of this Contract by the Contractor for the benefit of creditors;
 - (9) Failure or refusal of the Contractor to, within ten (10) days of payment by Cook Inlet Housing Authority, make payments or show cause why payment should not be made, of any amounts due by the Contractor for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - (10) Failure by the Contractor to protect, repair, or pay for any damages or injuries to persons or property; or
 - (11) Failure by Contractor to remove from the job site any personnel of the Contractor or its subcontractors whom the Project Manager determines to be incompetent, dishonest, careless, inexperienced in work he is responsible for performing, negligent or uncooperative.
- ii. Cook Inlet Housing Authority may declare default and terminate the Contract, in whole or in part, for any reason set forth above or any other reason permitted under this Contract or by law, by providing written notice of such to the Contractor.
 - iii. Should Cook Inlet Housing Authority declare default and terminate the Contract in whole or in part for any reason set forth in this Article Cook Inlet Housing Authority may, in addition to any other rights and remedies provided in this Contract, procure, upon such terms as it deems proper, services similar or identical to those terminated, and the Contractor or the Contractor's surety shall be liable to Cook Inlet Housing Authority for all excess costs incurred by Cook Inlet Housing Authority for obtaining such similar or identical work included within the terminated portion of the Contract. Such costs shall also include Cook Inlet Housing Authority's additional administrative, procurement, and labor costs necessarily incurred.
 - iv. If the Contract is terminated for default Cook Inlet Housing Authority may, in addition to any other rights and remedies provided in this Contract, require the Contractor to transfer title and deliver immediately, in a manner required by Cook Inlet Housing Authority, such partially completed work, including where applicable, reports, working papers and other documents that the Contractor, or its agents or subcontractors, have produced or acquired in its performance of the Contract. Payment for partially completed work shall be made in an amount deemed reasonable and appropriate by Cook Inlet Housing Authority. Cook Inlet Housing Authority may withhold from such payment amounts deemed necessary by Cook Inlet Housing Authority to offset against additional costs or loss reasonably anticipated to occur.

- v. The rights and remedies set forth in this Article are in addition to any and all other rights and remedies available to Cook Inlet Housing Authority under this Contract and law.
- vi. Cook Inlet Housing Authority's failure to exercise any right or remedy provided under the Contract shall not constitute a waiver of Cook Inlet Housing Authority's rights and remedies in the event of any breach of Contract, default or subsequent event of breach of Contract or default. Consent or notice by Cook Inlet Housing Authority for one event may not be construed as consent or notice in the future.

END OF SECTION 007300

INDEMNITY AND INSURANCE REQUIREMENTS

1. INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold Cook Inlet Housing Authority ("CIHA"), its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.
- B. Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify a party for any claim or loss that results from the sole negligence or willful misconduct of that Party.
- C. In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- D. Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.
- E. The requirement of any insurance required of Contractor under this Contract shall not limit Contractor's indemnification responsibilities under this section in any way.

2. INSURANCE

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

Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

- C. Contractors insurance shall name Cook Inlet Housing Authority (CIHA) as additional insured, except for Worker's Compensation. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21.
- D. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the *A.M. Best Insurance Rating Guide*, most recent edition.

3. MINIMUM LIMITS OF LIABILITY

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

- A. Worker's Compensation and Employers' Liability: The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).
 - 1. Workers Compensation - Statutory limits
 - 2. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- B. Commercial General Liability Insurance: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).
 - 1. \$1,000,000 Each Occurrence
 - 2. \$2,000,000 General Aggregate
 - 3. \$2,000,000 Products/Completed Operations Aggregate
 - 4. \$1,000,000 Personal and Advertising Injury
 - 5. \$50,000 Fire Damage Legal Liability (any one fire)
 - 6. \$5,000 Medical Expense (any one person)
- C. Commercial Automobile Liability Insurance - Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).

4. CANCELLATION, RENEWAL AND MODIFICATION

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

5. 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

American Indian/Alaska Native 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 American Indians/Alaska Natives; and 2) preferences in the award of contracts and subcontracts shall be given to American Indian/Alaska Native organizations and American Indian/Alaska Native-owned economic enterprises.

The parties to the contract shall comply with the provisions of 7(b) of the Indian Self-Determination and Education Assistance Act.

Subcontracting

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

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 for these services shall be made by the Contracting Officer in accordance with Cook Inlet Housing Authority's Procurement Policy. CIHA shall reserve TEN percent (10%) for qualified AIAN-owned organizations or economic enterprises. Evidence must be submitted to show fully the extent of AIAN ownership and interest in order to be considered.

Training and Employment Opportunities

The prospective Offeror (firm) **must provide**, to the greatest extent feasible, preference in employment and training opportunities created as a result of this Request for Proposal (RFP) or resulting contract by hiring qualified AIANs in all positions other than core crew positions except where the firm adequately advertises a position opening and no AIAN either qualifies or accepts the terms of employment.

Advertising:

All preferences shall be publicly announced in the advertisement.

Adequate advertising is defined as concurrently advertising, prior to hiring 1) Fourteen (14) days advance notice of open positions to the Cook Inlet Housing Authority, Inc. and notice of open positions to Alaska's People, Inc., a non-profit affiliate of Cook Inlet Region,

Inc. specializing in the referral of job-ready and qualified Alaska Natives and American Indians;

and

2) for a minimum of three (3)(a) days in an Anchorage daily newspaper; **or** (b) advertising for a minimum of three (3) days in a local newspaper of the region where the work is located; **or** (c) advertising for a minimum of three (3) days through a local radio station if it is an accepted standard of practice in the region where the work is located.

Post notices of all open positions and preferences given at the site of work.

Employment referrals of qualified and job-ready AIANs may be obtained by contacting Alaska's People, Inc., 3600 San Jeronimo Drive, Anchorage, AK 99508, telephone (907) 793-3378 or (877) 985-5900.

A. PROVIDE A CORE CREW LIST

The firm must submit a list of all core crew employees with its proposal.

A core crew employee is an individual who is a bona fide employee of the firm at the time the proposal is submitted or an individual who was not employed by the firm at the time of the proposal, but who is regularly employed by the firm in a supervisory or other key skilled position when work is available.

The list shall include the full name, job title, position, and brief narrative of job function of each employee on the list.

B. PROVIDE A STATEMENT REGARDING TRAINING AND EMPLOYMENT OPPORTUNITIES

If training and employment opportunities will be available, the firm must submit a STATEMENT detailing its training and employment opportunities and its plans, to the greatest extent feasible, to provide preference to AIANs, including the number or percentage of AIANs anticipated to be employed or trained. The STATEMENT must provide an opportunity for one hundred percent (100%) AIAN training and employment exclusive of core crew positions.

If no employment or training opportunities are created from a contract resulting from this Request for Proposals, **the firm must CERTIFY in its proposal.** CIHA will evaluate the certification and the list of core crew, and reject them if it determines that the size or scope of the project under contract, could, and should generate employment and training opportunities for AIANs.

C. PROVIDE A STATEMENT REGARDING SUBCONTRACTING OPPORTUNITIES

The firm, to the greatest extent feasible, must comply with AIAN preference requirements in the award of any subcontracts.

Advertising

Adequate advertising is defined above.

If subcontracts will be awarded, the firm must submit with its proposal a STATEMENT describing how an AIAN preference in the award of subcontracts will be provided.

The STATEMENT must provide an opportunity for AIAN preference in the award of any subcontracts, provided qualified AIAN-owned firms submit responsive proposal.

If no subcontracts will be awarded, the firm must CERTIFY in its proposal. CIHA will evaluate the CERTIFICATION that no subcontracts will be awarded and reject it, if it determines that the size or scope of the project under contract could, and should, result in subcontracting opportunities for AIANs.

D. FAILURE to submit either the certifications or statements required in section A, B, and C above shall establish grounds for rejecting the proposal as non-responsive.

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 AIAN preference in awarding subcontracts shall constitute grounds for termination of a contract resulting from this Request for Proposals.

E. CIHA will monitor AIAN preference implementation, including, but not limited to monitoring the firm's employees, subcontractors, and subcontractors' employees.

F. CIHA does not maintain a list of AIAN-owned firms. Go to http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm.

G. Qualified firms will be requested to submit AIAN Ownership Certifications, in accordance with CIHA's Statement of AIAN Preference, and all applicable regulations pertaining to this solicitation.

Trially Designated Wages 2023



Titles	Base Rate
Carpenter/Rehab Craftsman	28.84
Cement Mason (including cement finishing)	21.30
Drywall Hanger	16.20
Electrician	22.99
Elevator Workers-Mechanic	65.83
Fence Erector (including wood & chain link)	16.20
Glazier	17.50
Groundskeeper	20.19
Hod Carrier/Mason Tenders	16.20
HVAC Mechanic	45.35
Installer (batt & blown insulation)	16.20
Janitor/Custodian	17.78
Laborer	20.19
Lead Carpenter	35.57
Maintenance Mechanic I	28.84
Maintenance Mechanic II	30.76
Maintenance Repairer	22.59
Painter	16.20
Pipefitter HVAC (piping only)	18.50
Plow Truck Driver	43.22
Truck Driver-Side Dumps	44.02
Plumber/Pipefitter	20.40
Power Equipment Operator-Backhoe	19.05
Power Equipment Operator-Excavator	20.50
Roofer & Water proofer	31.71
Roofer Material Handler (excluding shakes/shingles)	16.20
Sheet Metal (including HVAC Duct)	23.21
Soft Floor Layer	32.74
Urethane Sprayer	19.00
Weatherization Technician	26.92

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents
 - 2. Type of the Contract
 - 3. Use of premises
 - 4. Owner's occupancy requirements
 - 5. Work restrictions
 - 6. Specification formats and conventions

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Lenel Access Control Upgrades Project
 - 1. Project Locations: CIHA facilities in Anchorage, AK and two (2) in Eagle River, AK
- B. Owner: Cook Inlet Housing Authority
 - 1. Owner's Representative: Shawn M. Holdridge, CCM
- C. Architect: N/A
- D. The Work consists of the following:

Respondents to this Request for Proposal shall include all costs including labor, materials and equipment for the Lenel OnGuard Access Control Upgrades Project. The scope of work includes the following:

Consolidation of licenses and existing Lenel OnGuard Servers for CIHA's 23 facilities (Eklutna Estate has an existing DSX access control system) into one Lenel OnGuard Server. CIHA would prefer the ability for the server to be virtual (*Microsoft Hyper-V or VMware preferred*) with network connection both provided by CIHA's IT department.

The Lenel support license shall accommodate up to 128 doors and allow up to 10 simultaneous browser client users in the system at a time.

The consolidation of the Lenel system shall allow for the creation of a centralized user profile and credential database that can be viewed and managed from any property on

the network or offsite (i.e. from a web interface). In addition, transition existing credentials from older less secure formats to a new single more secure format that eliminates the chance of duplication.

CIHA understands that some of the existing card readers may not work with the new credentials/format and will have to be replaced. The Proposal Pricing Form includes a line item for 40 hours of labor to test the existing card readers and a price to replace a card reader that can read the new credentials/format.

The specific locations of the CIHA facilities included in this project are as follows:

- Salamatof Heights (9131 Centennial Circle, Anchorage)
- Knik Corners (8800 Centennial Circle, Anchorage)
- Chickaloon Landing (8901 Peck Ave., Anchorage)
- Kenaitze Pointe (8871 Centennial Circle, Anchorage)
- Tyonek Terrace (9141 Peck Ave., Anchorage)
- Caswell Court (8860 Centennial Circle, Anchorage)
- Creekview Plaza 49 (1400 & 1450 Muldoon Road, Anchorage)
- Qevu Village (13600 Old Seward Hwy., Anchorage)
- Coronado Park Senior (16820 Coronado Street, Eagle River)
- Qintali View (11500 Conquistador Drive, Eagle River)
- **Eklutna Estates (8850 Centennial Circle, Eagle River)
- Grass Creek North (7861 Betnu Circle, Anchorage)
- Woven House (7900, 7902 & 7905 Creekside Center Drive, Anchorage)
- Elizabeth Place (925 W. 7th Ave., Anchorage)
- Qanchi Place (630 W. 8th Ave., Anchorage)
- Thirteen Ten W. 32nd (1310 W. 32nd Ave., Anchorage)
- 3600 Spenard (3600 Spenard, Anchorage)
- Ch'bala Corners (1381 & 1391 Chugach Way, Anchorage)
- CIHA Warehouse (1305 W. 32nd Ave.)

** existing access control is a DSX system

The number of Keyfob credentials required for each facility are as follows:

- Salamatof Heights (400)
- Knik Corners (100)
- Chickaloon Landing (300)
- Kenaitze Pointe (200)
- Tyonek Terrace (200)
- Caswell Court (200)
- Creekview Plaza 49 (200)
- Qevu Village (200)
- Coronado Park Senior (200)
- Qintali View (200)

- **Eklutna Estates (200)
- Grass Creek North (300)
- Woven House (100 per facility x 3 = 300 total)
- **Elizabeth Place (200)
- Qanchi Place (100)
- Thirteen Ten W. 32nd (100)
- 3600 Spenard (100)
- Ch'bala Corners (100 per facility x 2 = 200)
- CIHA Warehouse (50)

** existing access control is a DSX system

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime Contract.

1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as needed to complete the scope of work.
- B. Use of Site: Limit use of premises to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to those areas set forth in the Summary of Work.
 2. Driveways and Entrances: Keep driveway loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

CIHA staff and residents will occupy the premises throughout the duration of the project. Coordinate with Owner during construction operations to minimize conflicts. Perform the Work so as not to interfere with resident's operations to the extent possible. Maintain existing exits, unless otherwise indicated.

1. Maintain access to existing walkways, corridors, elevators and restrooms, and other adjacent occupied or used facilities. Do not close or obstruct walkways,

- corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than seventy two (72) hours' notice to Owner of activities that will affect Owner operations.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Working hours are 8AM – 5PM, Monday – Friday. Coordinate with CIHA's project manager in advance if contractor and/or subcontractors want to work weekends and/or hours outside of 8AM – 5PM.
 1. Weekend Hours: Coordinate with Owner's Representative.
 2. Early Morning Hours: Coordinate with Owner's Representative.
 3. Hours for Utility Shutdowns: Coordinate with Owner's Representative.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Owner's Representative not less than seventy two (72) hours in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's Representative prior written permission.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures
 - 2. Coordination drawings
 - 3. Requests for Information (RFIs)
 - 4. Safety
 - 5. Project meetings
 - 6. Daily Construction Reports
 - 7. Schedule of Values
 - 8. Submittals Procedures
- B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to specific Contractors.
- C. Related Requirements:
 - 1. Section 013216 "Construction Progress Schedules" for preparing and submitting Contractor's construction schedule
 - 2. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Project Manager, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

- B. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in temporary field office. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installations, connections, and operations.

Each Contractor shall coordinate its construction operations with those of other Contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with other operations, included in different Sections, that depend on each other for proper installations, connections, and operations.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and any other Contractor(s) if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule
 2. Preparation of the schedule of values
 3. Installation and removal of temporary facilities and controls
 4. Delivery and processing of submittals
 5. Progress meetings
 6. Pre-installation conferences
 7. Project closeout activities

8. Startup and adjustment of systems
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form as approved by Owner's Representative.
 1. Project Manager will return RFIs submitted to Project Manager by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's Work or Work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name
 2. Project number
 3. Date
 4. Name of Contractor
 5. Name of Project Manager
 6. RFI number, numbered sequentially
 7. RFI subject
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate
 10. Field dimensions and conditions, as appropriate
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Contractor generated form with substantially the same content as indicated above, acceptable to the Owner's Representative.
 1. Attachments shall be electronic files in Adobe Acrobat PDF format.

- D. Owner's Representative's Action: Owner's Representative will review each RFI, determine action required, and respond. Allow five (5) Working days for Owner's Representative to respond to each RFI.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals
 - b. Requests for approval of substitutions
 - c. Requests for approval of Contractor's means and methods
 - d. Requests for coordination information already indicated in the Contract Documents
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Owner's Representative's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Owner's Representative's action may include a request for additional information, in which case, Owner's Representative's time for response will date from time of receipt of additional information.
 3. If requested information is available from careful study and comparison of Contract Documents, field conditions, other CIHA provided information, coordination drawings, or prior Project correspondence or documentation, Contractor shall reimburse CIHA for such costs that may be incurred by CIHA due to architect review costs.
 4. Owner's Representative's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 007213 "Contract Modification".
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Project Manager in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Distribute an updated log at project meetings.
- Log shall include the following:
1. Project name
 2. Name and address of Contractor
 3. Name and address of Project Manager
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description
 6. Date the RFI was submitted
 7. Date Project Manager's response was received
- F. On receipt of Project Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Project Manager within five (5) days if Contractor disagrees with response. Contractor shall provide the following information:

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 SAFETY

- A. Contractor submission of project safety plan: CONTRACTOR shall, prior to commencement of the Work, submit to Owner, for Owner's information, a Project Safety Plan for the Work in accordance with the following:
1. An emergency management plan for a prompt and controlled response to any emergency with human injury, physical damage potential or fire risk. The plan must clearly state the actions that must be taken and the responsible parties.
 2. Emergency organizations to be contacted, telephone numbers, and the type of information they will need.
 3. Procedures related to prevent the spreading of COVID-19.
 4. Procedures to cover life threatening situations, first aid services and fire.
 5. Access of emergency vehicles to the site.
 6. Provision for an on-site emergency control center.
 7. Provisions for an emergency management team.
 8. A responsibility matrix that describes and names the responsibilities for implementation of the safety plan and emergency plan.
 9. A hazardous material abatement plan which provides for identification of hazardous materials, including the submission of Material Safety Data Sheet (MSDS), as required by Contract and by law.
 10. Provisions for storage of hazardous materials.
 11. A plan for disposal of hazardous wastes in accordance with all applicable federal, state, and local requirements.
 12. A plan for hazard identification and mitigation, personal protection, hazard assessments, and regulatory compliance.
- B. The Contractor shall hold weekly safety meetings with all Subcontractors and shall send a copy of the safety meeting minutes to the Owner with each pay application.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Project Manager of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to all attendees within five days of the meeting.
- B. Preconstruction Conference: Owner will schedule and conduct a preconstruction conference before starting construction.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner and Contractor shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule
 - b. Phasing
 - c. Critical Work sequencing and long-lead items
 - d. Designation of key personnel and their duties
 - e. Lines of communications
 - f. Procedures for processing field decisions and Change Orders
 - g. Procedures for RFIs
 - h. Procedures for testing and inspecting
 - i. Procedures for processing Applications for Payment
 - j. Distribution of the Contract Documents
 - k. Submittal procedures
 - l. Preparation of record documents
 - m. Use of the premises
 - n. Work restrictions
 - o. Working hours
 - p. Owner's occupancy requirements
 - q. Responsibility for temporary facilities and controls
 - r. Procedures for moisture and mold control
 - s. Procedures for disruptions and shutdowns
 - t. Construction waste management and recycling
 - u. Parking availability
 - v. Office, Work, and storage areas
 - w. Equipment deliveries and priorities
 - x. First aid
 - y. Security
 - z. Progress cleaning
 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Project Manager, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period
 - b. Review present and future needs of each entity present, including the following:
 - 1) Safety update
 - 2) As-Built progress to date
 - 3) Look ahead schedule
 - 4) Coordination of Work with Owner's own forces
 - 5) Status of submittals
 - 6) Deliveries
 - 7) Off-site fabrication
 - 8) Access
 - 9) Site utilization
 - 10) Temporary facilities and controls
 - 11) Progress cleaning
 - 12) Quality and Work standards
 - 13) Status of correction of deficient items
 - 14) Field observations
 - 15) Status of RFIs
 - 16) Status of proposal requests
 - 17) Pending changes
 - 18) Status of Change Orders
 - 19) Pending claims and disputes
 - 20) Documentation of information for payment requests
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a.

- b. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.9 DAILY CONSTRUCTION REPORTS

- A. Contractor shall be responsible for preparing a daily construction report, recording information concerning events at the site. Contractor shall submit copies the Owner with each Pay Application. The daily construction reports shall include the following information:

1. List of Subcontractors
2. Approximate count of personnel
3. List of equipment and/or specialized machinery
4. High and low temperatures and general weather conditions
5. Safety incidents
6. Formal meetings
7. Significant decisions
8. Unusual events (refer to special reports)
9. Stoppages, delays, shortages, and losses
10. Meter readings and similar recordings
11. Order and request of authorities having jurisdiction
12. Change Orders received and implemented
13. Construction Change Directives received
14. Utility services connected and disconnected
15. Equipment or system tests and startups
16. Partial completions and occupancies
17. Substantial completions authorized

2.0 SCHEDULE OF VALUES

- A. The Contractor shall submit a Schedule of Values, the sum of which is equal to the total Contract Price. The Schedule of Values shall serve as a basis for calculating progress payments during construction and shall be presented in such detail to allow CIHA's Representative to accurately verify the amount and value of Work completed as defined in the Contractor's Progress Payment Request. The Schedule of Values shall correspond to activities on the Construction Schedule as defined in Section 013216 Construction Progress Schedules.

1. The Schedule of Values, to the extent approved shall be submitted in tabular and computerformat as part of the construction schedule submittals following CSI format.
2. The Schedule of Values must be reviewed and accepted by the Owner as the basis of calculating progress payments. If, in the opinion of the Owner, the Schedule of Values is deemed incorrect, the Contractor shall present documentation substantiating the proposed values. If, in the opinion of the Owner, the Schedule of Values lacks sufficient detail to calculate progress payments, the Contractor shall submit additional detail as requested. Progress payment subsequent to the required submission date for the Construction

Schedule shall be withheld until the Owner has accepted the Construction Schedule.

3. Job site overhead expenses shall be assigned (e.g., prorate supervision expenses, temporary utilities, small tools, etc.) to the activities whose start and finish dates are consistent with the actual disbursement of the expenses or over the total period of the job. Cost of bonds, insurance, schedule, etc., shall be assigned to appropriate mobilization activities.
4. Each cost category listed below and the total cost assigned to each activity should be considered in the schedule of values.

General Requirements (MAX 10%)
Labor
Equipment
Material
Subcontractor
Overhead and Profit (MAX 10%)
Total Cost

5. Contractor's Schedule of Values must include line items for "Overhead and Profit" and "General Conditions." The amount allocated for General Conditions cannot exceed 10% of the total Contract price. The amount allocated for Overhead and Profit cannot exceed 10% of the total Contract price. No Overhead and Profit on General Requirements. (See Section 007300 Supplementary Conditions)

END OF SECTION 013100

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 1. Contractor's Construction Schedule
 2. Submittal Register
 3. Daily Construction Reports

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 1. Critical activities are activities on the critical path, which must start and finish on the planned early start and finish times.
 2. Immediate predecessor activity is an activity that must be completed before a follow-on activity can be started.
- B. Critical Path: The longest connected chain of interdependent activities through the Work schedule that establishes the minimum overall project duration and contains no float.
- C. Float: The measure of leeway in starting and completing an activity.
 1. Float time is not for the exclusive use or benefit of either owner or Contractor, but is a jointly owned, expiring project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
- D. Milestone: A key or critical point in time for reference or measurement.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. General: The Contractor will be responsible for scheduling, tracking, and reporting the progress of the Work on a construction schedule. Use of a computer scheduling software is required. This schedule shall be prepared and presented using the latest version of "Microsoft Project" or an approved equal software program.
- B. The schedule will be used by CIHA to evaluate progress of the Work throughout the project, allocate funds for the Schedule of Values, determine the impact of any changes to the Contract, and establish the basis for progress payments. The schedule shall include and show the following minimum information:
 1. the date Notice to Proceed is issued, and;

2. that all Work is completed no later than the last day of the Contract Period, measured in continuous days from date of Notice to Proceed, and;
 3. each separate Contract pay item as a Work Activity, including its duration, cost, and immediate predecessor relationship to other activities, and;
 4. all Contract milestones, and;
 5. the "Critical Path(s)" with Critical Path Activities highlighted or otherwise clearly identified, and;
 6. Work that will be done with Owner's Workforce.
- C. Work Breakdown Structure (WBS): The contents of the schedules shall be organized, generally, according to a WBS established by CIHA (Attachment 'A').
- D. Schedule Submissions: The Contractor shall submit electronic copies of project schedules to CIHA, as follows:
1. Project "Baseline" Schedule: The Contractor shall submit a detailed project schedule within ten (10) days after Notice of Award (NOA). This detailed schedule shall be established as the official project "baseline" schedule after it has been reviewed and approved by CIHA.
 2. Pay Requests: The Contractor shall submit a schedule update with each pay request, current as of the day of the pay request.
- E. Project Baseline Schedule:
1. NOTE: The Contractor shall not mobilize to the site of Work until the review and approval of the project baseline schedule has been completed.
 2. CIHA will evaluate and review the Contractor's proposed project baseline schedule within five (5) Working days of submission. The Contractor shall incorporate any comments noted by CIHA and reissue a revised version of the detailed schedule within five (5) Working days of this review. This process shall continue until a detailed project baseline schedule acceptable to CIHA has been submitted. In the event that resubmission of proposed schedules is required to meet the requirements of this Section, such required resubmission shall not be used as a basis for delay claims by Contractor. Once approved, this schedule shall become the official project "baseline" schedule and thereafter shall become the baseline for measuring Contractor's compliance with Contract schedule requirements.
 3. CIHA may reject any proposed project schedule or report that fails to reflect timely completion of the Work, intermediate Contract milestone dates or otherwise indicates unrealistic schedule performance. CIHA may, without incurring any liability, reduce the Contract period if the Contractor proposes a baseline schedule utilizing less time than allowed in the Contract.
 4. CIHA acceptance and approval of the Contractor's project baseline schedule does not constitute a warranty of its feasibility, suitability or reasonableness.
- F. Monthly Schedule Updates:
1. The Contractor will continuously monitor its progress against the approved project baseline schedule and will prepare and submit monthly updates showing actual progress against the baseline schedule.
 2. Monthly updates will show the current status of all Work. This includes original Work shown on the baseline schedule, additional Work included by change order, and changes in logic, e.g., splitting one activity into two separate activities.

ATTACHMENT A

WORK BREAKDOWN STRUCTURE (WBS)

- Notice to Proceed
- Baseline Schedule (Submission/Review/Approval)
- Mobilization
- Construction Work Activities (all)
- Inspections
- Punch List/Cleanup
- Demobilization
- Warranty Period

For projects entailing more than one building structure, the above WBS should be applied to each building or unit.

END OF SECTION 013216

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Regulatory Requirements: Comply with current applicable laws, ordinances, codes, and regulations.
 - 1. Accessibility: Comply with following:
 - a. Architectural Barriers Act of 1968 as amended (42 USC 4152-4157), HUD implementing regulations (24 CFR Part 40), and Uniform Federal Accessibility Standards (UFAS).
 - b. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) and HUD implementing regulations 24 CFR Part 8.
 - c. Fair Housing Accessibility Guidelines (24 CFR Chapter 1).
 - 2. Recoverable Materials: Comply with Resource Conservation and Recovery Act (RCRA), Section 6002 and EPA Guidelines.
- B. Reference Standards: For products or workmanship specified by reference to association, trade, or Federal Standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
 - 1. No provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change duties and responsibilities of CIHA or Contractor or any of their consultants, agents or employees from those set forth in Contract Documents, nor shall it be effective to assign to Contracting Officer any duty or authority to supervise or direct furnishing or performance of Work or any duty or authority to undertake responsibilities contrary to provisions of General Conditions.
 - a. Where wording of referenced standard is permissive, or where requirements of more than one reference standard apply, provide under more restrictive requirement.
 - b. Comply with recommendations of referenced standards even though they are not mandatory in standard.
 - 2. Detailed Requirements: Be familiar with and verify detailed requirements of referenced standards to verify that items and their installation provided under Work of this Contract meet or exceed standard's requirements.
 - a. Notify CIHA of any conflicts between referenced standards and requirements specified in Specifications or indicated on Drawings before proceeding with work.
 - b. Tolerances: Tolerances may vary from standards of different sections. Make adjustments necessary to assure proper fitting of different elements. Tolerances may be plus or minus as indicated but in sum shall be compensating, not cumulative.
 - 3. Effective Date: Date of referenced standard is that in effect as of documents date except when specific date is specified or when standard is part of applicable code which includes edition date.

4. Copies: When required by individual sections, obtain copy of referenced standard. Maintain copy at job site during work.
- C. Certificates: When required by Contract Documents, or when requested in writing by CIHA, submit Certificate of Compliance or Manufacturer's Certificate that materials or workmanship, or both comply with requirements of referenced standard.
- D. Labels: Where labels indicating certification are specified, deliver and install products with labels intact. Do not remove labels.

1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels. The quantity level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available upon request.

1.5 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. AABC - Associated Air Balance Council; www.aabc.com.
 - 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 - 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 - 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 - 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 - 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 - 7. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 - 8. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 - 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 - 10. AF&PA - American Forest & Paper Association; www.afandpa.org.
 - 11. AGA - American Gas Association; www.aga.org.
 - 12. AHAM - Association of Home Appliance Manufacturers; www.aham.org.

13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
14. AI - Asphalt Institute; www.asphaltinstitute.org.
15. AIA - American Institute of Architects (The); www.aia.org.
16. AISC - American Institute of Steel Construction; www.aisc.org.
17. AISI - American Iron and Steel Institute; www.steel.org.
18. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
19. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
20. ANSI - American National Standards Institute; www.ansi.org.
21. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
22. APA - APA - The Engineered Wood Association; www.apawood.org.
23. APA - Architectural Precast Association; www.archprecast.org.
24. API - American Petroleum Institute; www.api.org.
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
27. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
28. ASCE - American Society of Civil Engineers; www.asce.org.
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
32. ASSE - American Society of Safety Engineers (The); www.asse.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
35. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
36. AWEA - American Wind Energy Association; www.awea.org.
37. AWI - Architectural Woodwork Institute; www.awinet.org.
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
39. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
40. AWS - American Welding Society; www.aws.org.
41. AWWA - American Water Works Association; www.awwa.org.
42. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
43. BIA - Brick Industry Association (The); www.gobrick.com.
44. BICSI - BICSI, Inc.; www.bicsi.org.
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
46. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
47. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwfbadminton.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.ce.org.

52. CFFA - Chemical Fabrics & Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
54. CGA - Compressed Gas Association; www.cganet.com.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
56. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
57. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CPA - Composite Panel Association; www.pbmdf.com.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
61. CRRC - Cool Roof Rating Council; www.coolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; www.ec-central.org.
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; www.eima.com.
75. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
76. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; www.evo-world.org.
79. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
80. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
81. FM Approvals - FM Approvals LLC; www.fmglobal.com.
82. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarroof.com.
84. FSA - Fluid Sealing Association; www.fluidsealing.com.
85. FSC - Forest Stewardship Council U.S.; www.fscus.org.
86. GA - Gypsum Association; www.gypsum.org.
87. GANA - Glass Association of North America; www.glasswebsite.com.
88. GS - Green Seal; www.green Seal.org.
89. HI - Hydraulic Institute; www.pumps.org.
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
93. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.

94. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
95. IAS - International Approval Services; (See CSA).
96. ICBO - International Conference of Building Officials; (See ICC).
97. ICC - International Code Council; www.iccsafe.org.
98. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
99. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
100. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
101. IEC - International Electrotechnical Commission; www.iec.ch.
102. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
103. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
104. IESNA - Illuminating Engineering Society of North America; (See IES).
105. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
106. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
107. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
108. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
109. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
110. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
111. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
112. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
113. ISO - International Organization for Standardization; www.iso.org.
114. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
115. ITU - International Telecommunication Union; www.itu.int/home.
116. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
117. LMA - Laminating Materials Association; (See CPA).
118. LPI - Lightning Protection Institute; www.lightning.org.
119. MBMA - Metal Building Manufacturers Association; www.mbma.com.
120. MCA - Metal Construction Association; www.metalconstruction.org.
121. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
122. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
123. MHIA - Material Handling Industry of America; www.mhia.org.
124. MIA - Marble Institute of America; www.marble-institute.com.
125. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
126. MPI - Master Painters Institute; www.paintinfo.com.
127. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
128. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
129. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
130. NADCA - National Air Duct Cleaners Association; www.nadca.com.
131. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
132. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
133. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.

134. NCMA - National Concrete Masonry Association; www.ncma.org.
135. NEBB - National Environmental Balancing Bureau; www.nebb.org.
136. NECA - National Electrical Contractors Association; www.necanet.org.
137. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
138. NEMA - National Electrical Manufacturers Association; www.nema.org.
139. NETA - InterNational Electrical Testing Association; www.netaworld.org.
140. NFHS - National Federation of State High School Associations; www.nfhs.org.
141. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.
142. NFPA - NFPA International; (See NFPA).
143. NFRC - National Fenestration Rating Council; www.nfrc.org.
144. NHLA - National Hardwood Lumber Association; www.nhla.com.
145. NLGA - National Lumber Grades Authority; www.nlga.org.
146. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
147. NOMMA – National Ornamental & Miscellaneous Metals Association; www.nomma.org.
148. NRCA - National Roofing Contractors Association; www.nrca.net.
149. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
150. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
151. NSPE - National Society of Professional Engineers; www.nspe.org.
152. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
153. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
154. NWFA - National Wood Flooring Association; www.nwfa.org.
155. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
156. PDI - Plumbing & Drainage Institute; www.pdionline.org.
157. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
158. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
159. RFCI - Resilient Floor Covering Institute; www.rfci.com.
160. RIS - Redwood Inspection Service; www.redwoodinspection.com.
161. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
162. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
163. SDI - Steel Deck Institute; www.sdi.org.
164. SDI - Steel Door Institute; www.steeldoor.org.
165. SEFA - Scientific Equipment and Furniture Association; www.sefalabs.com.
166. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
167. SIA - Security Industry Association; www.siaonline.org.
168. SJI - Steel Joist Institute; www.steeljoist.org.
169. SMA - Screen Manufacturers Association; www.smainfo.org.
170. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
171. SMPTE - Society of Motion Picture and Television Engineers; www.smppte.org.
172. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
173. SPIB - Southern Pine Inspection Bureau; www.spib.org.
174. SPRI - Single Ply Roofing Industry; www.spri.org.
175. SRCC - Solar Rating and Certification Corporation; www.solar-rating.org.
176. SSINA - Specialty Steel Industry of North America; www.ssina.com.
177. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
178. STI - Steel Tank Institute; www.steeltank.com.
179. SWI - Steel Window Institute; www.steelwindows.com.

180. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
181. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
182. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); www.tileusa.com.
183. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
184. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
185. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
186. TMS - The Masonry Society; www.masonrysociety.org.
187. TPI - Truss Plate Institute; www.tpinst.org.
188. TPI - Turfgrass Producers International; www.turfgrasssod.org.
189. TRI - Tile Roofing Institute; www.tilerroofing.org.
190. UBC - Uniform Building Code; (See ICC).
191. UL - Underwriters Laboratories Inc.; www.ul.com.
192. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
193. USAV - USA Volleyball; www.usavolleyball.org.
194. USGBC - U.S. Green Building Council; www.usgbc.org.
195. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
196. WASTEC - Waste Equipment Technology Association; www.wastec.org.
197. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
198. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
199. WDMA - Window & Door Manufacturers Association; www.wdma.com.
200. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
201. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
202. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
203. WPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; <http://dodssp.daps.dla.mil>.

5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <http://eetd.lbl.gov>.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeia; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF - State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR - California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS - California Department of Health Services; (See CDPH).
4. CDPH - California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC - California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD - South Coast Air Quality Management District; www.aqmd.gov.
7. TFS - Texas Forest Service; Forest Resource Development and Sustainable Forestry; <http://txforests-service.tamu.edu>.

END OF SECTION 014200

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Requirements:
 - 1. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Material Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 6. Protect stored products from damage and liquids from freezing.
 - 7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.
 - 8. All Requests for Payments for Stored Materials, must be accompanied with:
 - 1) Certificates of Insurance for storage facility naming General Contractor as Additional Insured.
 - 2) Pictures of all Stored Materials purchased and insured
 - 3) Invoices/Receipts for all material purchased and billed for to date
 - 4) If material has moved, ensure Owner is notified and has received updated certificates of insurance.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Project Manager will determine which products shall be used.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures".

PART 2 – PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Project Manager will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification:** Where Specifications require "match Project Manager's sample", provide a product that complies with requirements and matches Project

Manager's sample. Project Manager's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements submit available samples to the Project Manager.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Project Manager from manufacturer's full range" or similar phrase, select a product that complies with requirements. Project Manager will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
1. Conditions: Project Manager/Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Project Manager will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Owner will consider requests for substitution if received within thirty (30) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of the Owner.
1. Conditions: Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities

- may include compensation to Design Team for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
2. Costs for Review of Substitution; Alternative Sequence; Method of Construction Request: Should a Contractor-proposed substitution or alternative sequence or method of construction require investigation by the Owner and/or the Design Team, Contractor shall pay for such services of Owner, Design Team and/or other responsible design professionals for researching and reporting on proposed substitutions or alternative sequence and method of construction. Contractor shall pay such fees whether or not the proposed substitution or alternative sequence or method of construction is ultimately accepted by the Owner.

2.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Project Managers and owners, if requested.
 5. Samples, if requested.

END OF SECTION 016000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures
 - 2. Final completion procedures
 - 3. Warranties
 - 4. Final cleaning
 - 5. Repair of the Work

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion
- C. Certified List of Incomplete Items: Final submittal at Final Completion

1.4 CLOSEOUT SUBMITTALS

- A. Certificate of Insurance: For continuing coverage
- B. A copy of all-regulatory notifications and revisions to notifications
- C. A copy of all employee and visitor sign in sheets
- D. A copy all safety and construction meeting minutes
- E. A copy of all waste disposal manifests with landfill signature
- F. A copy off all completed daily QC report forms
- G. A copy of all air monitoring results
- H. Executed Memorandum of Acceptance
- I. Executed Contractor's Certificate and Release
- J. Executed Final Release of Liens

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Occupancy: Obtain and submit Certificates of Occupancy and/or Conditional Certification of Occupancy from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

6. Advise Owner of changeover in heat and other utilities.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner/Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner/Project Manager, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment.
 2. Certified List of Incomplete Items: Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner/Project Manager. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner/Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name
 - b. Date
 - c. Name of Project Manager
 - d. Name of Contractor
 - e. Page number
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file

1.9 TRAINING

- A. Contractor shall provide Owner training for up to 4 hours on the functionality aspects of the Lenel system (i.e. accessing the system remotely, issuing/deleting credentials, trouble shooting, etc.).

1.10 SUBMITTAL OF PROJECT WARRANTIES, OPERATION & MAINTENANCE MANUALS AND ASBUILTS

- A. Time of Submittal: Submit written warranties on request of Owner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Organize and label closeout documents in an orderly sequence based on the disciplines.
 1. Bind documents, product data, parts, replacement, cleaning & care instructions in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate section/discipline. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
 3. Identify each binder on the front and spine with the typed or printed title "Operation & Maintenance Manuals with Warranties," Project name, and name of Contractor.

- a. Provide two (2) paper copies and one (1) electronic PDF copy on a USB Flash Drive in the following format:
 - 1) Organized and labeled by discipline/division.
 - 2) Label all equipment used; make & model.
 - b. Provide Full size (22"x34") field redline Asbuilt drawings that incorporated all changes including but not limited to: RFI's, Change Orders and field directives in both hard copy and electronic PDF copy on a USB flash drive.
 - 1) Electronic copy shall be provided on a USB Flash Drive.
4. Retain "Warranty Electronic File" Subparagraph below and paper copy documents if required by Owner. Indexing requirement below can be performed automatically using PDF publishing software.
- E. Copies of each warranty to be included in the operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Remove snow and ice to provide safe access to building.
- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- q. Leave Project clean and ready for company.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700