



CIHA WAREHOUSE SOLAR PV PROJECT

REQUEST FOR PROPOSAL 25T-CN-214

May 2025

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

Phone: (907) 793-3064
Email: procurement@cookinlethousing.org

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COOK INLET HOUSING AUTHORITY

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**SPECIFIED DATES
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Description	Date and Time	Location
1. RFP Packets Available	June 05, 2025	via CIHA Website
2. Pre-bid Walkthrough	June 11, 2025, 11:00 a.m.	1305 W. 32 nd Ave
3. Last Day for Questions	June 12, 2025, 2:00 p.m.	via email
4. Proposal Due Date	June 26, 2025, 2:00 p.m.	CIHA Main Office

*CIHA Main Office: 3510 Spenard Road, Anchorage Alaska 99503

**CIHA WAREHOUSE SOLAR PV PROJECT
COOK INLET HOUSING AUTHORITY**

**REQUEST FOR PROPOSAL
CIHA WAREHOUSE SOLAR PV
RFP # 25T-CN-214**

Cook Inlet Housing Authority (CIHA) is seeking written proposals from responsive and responsible offerors, to install a solar photovoltaic system on CIHA's Warehouse located at 1305 W. 32nd, Anchorage Alaska.

Proposals must be submitted, clearly marked: "**Attn: Procurement, RFP# 25T-CN-214, CIHA Warehouse Solar PV 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 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 according to the time and date received by CIHA's email server.

QUESTIONS

CIHA will not be bound by any oral interpretations of this RFP. Questions are encouraged and should be sent in writing to procurement by the deadline in the Specified Dates.

- Email: procurement@cookinlethousing.org

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

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

SCOPE OF WORK

To install an Enphase 25 kW AC wall mounted solar photovoltaic system on CIHA's warehouse located at 1305 W 32nd Ave, in Anchorage Alaska.

The system shall include all labor and equipment including but not limited to: approximately 52 photovoltaic panels (approximately 595-Watt panels) racking, micro inverters, all electrical work required, structural and electrical engineering, remote monitoring equipment, cellular modem, commissioning of system and Municipality of Anchorage permitting.

The basis of design is an Enphase System. The intent is to be able to add this system to CIHA's Enphase Enlighten remote monitoring platform.

SCHEDULE

The estimated start date is End-June 2025, and the estimated completion date is August 31, 2025.

INSPECTIONS / DEFICIENCIES

At any time, CIHA reserves the right to inspect work in progress. Any deficiencies will be provided to the contractor orally or writing if deficiency is significant. The Anchorage Building Safety

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Department and a CIHA representative will inspect the Work performed under this contract. Work that does not meet the above specifications and standards identified by CIHA or building safety officials will be corrected at contractor's expense within 48 hours of deficiency notice, or building inspection report.

INDEMNITY AND INSURANCE REQUIREMENTS

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

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

PRICING

The pricing for this RFP will be based on the lump sum pricing to install approximately 52 photovoltaic panels (approximately 595 Watt-panels) racking, micro inverters, all electrical work required, structural and electrical engineering, remote monitoring equipment, cellular modem, commissioning of system and Municipality of Anchorage permitting, and all labor and equipment.

PROPOSAL SUBMITTAL REQUIREMENTS

See 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 Offeror, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Offeror and Cook Inlet Housing Authority.

Completeness/Authorization of Proposal: Offeror 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 Offeror. 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 Offeror 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 Offeror 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.

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Subletting of Contract: Offeror 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 Offeror from their obligations, or change the terms of the contract.

RFP CONDITIONS AND PROVISIONS

- If any Offeror 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 Offeror should contact the Cook Inlet Housing representative listed on the cover page of this document by the deadline for questions.
- Offerors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by an offeror implies offeror acceptance of the terms and conditions herein, unless otherwise stated.
- The format of the offeror's proposal must be consistent with the format of the specifications listed.
- All participating Offerors, 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 Offeror 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. 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.

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- Offeror submission of a proposal implies offeror acceptance of the evaluation technique and offeror recognition that some subjective judgments shall be made by CIHA during assignment of points.
- All offerors 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 the offeror'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.

REQUIREMENT FOR BIDDING

Offerors shall supply all information and submittals required by the RFP documents to constitute a proper proposal. The proposal must clearly state the legal name, address, telephone number, and fax number of the offeror. 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 offeror to the proposal. 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. No proposals may be withdrawn without the written consent of CIHA for a period of THIRTY (30) days subsequent to the deadline date for receipt of proposals.

All proposals must be submitted on forms supplied by CIHA and are subject to all requirements of the RFP documents, including these Requirements for Bidding. All proposals must be regular in every respect and no interlineation, excisions, or special conditions shall be made or included in the Proposal Price Form by the proposer.

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 offeror who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a offeror 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 Offeror who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with CIHA that is fair and reasonable. CIHA may conduct discussions with any offeror 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 THIRTY (30) 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.

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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 offeror will submit the following documents:

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

DISPUTES

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

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**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. Proposal Checklist ☐
2. Cover Page: Proposal must be signed and include the firm name, local address telephone number, and name of the person(s) authorized to submit the proposal, along with their title and telephone numbers. (1 page) ☐
3. Statement of Qualifications: Provide a description of qualifications of the firm to provide the services required of this RFP. (3 pages max.) The Statement of Qualifications shall include:
 - a. Firm's specialized experience and technical competence: Provide a summary of the Firm to include years in business in Alaska and average number of solar PV systems similar in size, dollar value, and in complexity installed annually in Alaska. In particular, describe Firm's experience with Enphase solar PV systems and number of projects that Enphase products were used and if the Firm is certified Enphase Gold installer or above. Describe Firm's experience with commissioning solar PV systems, including successfully installing remote monitoring capabilities. Describe the Firm's experience working in occupied buildings and disruption planning (hoisting of materials on roof, etc.). In addition, describe Firm's experience working with engineers (structural & electrical) to meet the Municipality of Anchorage building codes and local amendments for solar PV systems. ☐
 - b. Capacity of Contractor: provide a summary of the Firm's current and anticipated workload for Mid-June to August 31, 2025. Describe the proposed team (contract managers, project managers and on-site superintendents). If including resumes, they do not count toward page limitation. ☐
 - c. Firm References. Provide at least three (3) references from clients of similar projects from within the last five (5) years only. Include client name, contact phone number, and a description of the services provided. ☐
4. Proposal Price Form ☐
5. Bid Bond ☐

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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.

a)	Qualifications of the firm as an experienced contractor, installing solar PV system similar in size, dollar value, and in complexity installed annually in Alaska. Maximum Points shall be 30	30
b)	Capacity of Contractor, employees and equipment available to serve the contract. Maximum Points shall be 10	10
c)	Firm References from clients of similar projects within the past three (3) years. Maximum Points shall be 10	10
d)	Lump Sum Total from the Proposal Price Form Maximum Points shall be 50	50
	Total Possible Points	100

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PROPOSAL PRICE FORM
CIHA WAREHOUSE SOLAR PV PROJECT
RFP# 25T-CN-214

The undersigned, _____ (Company Name) on this date: _____, having familiarized itself with the local conditions affecting the scope and cost of work, and with the Specifications, including the Request for Proposal (RFP), Proposal Price Form, Form Of Contract, and the General Scope of the Work, hereby proposes to furnish all labor, material, equipment and services required to complete the projects in accordance with all sections of this Request for Proposal.

The Proposer is to submit Lump Sum Fixed Price to complete work as described in this RFP. Additionally, the proposal shall include all administrative requirements of the contract, including but not limited to the submission of a project schedule, schedule of values, daily reports, submittals as required, and other tasks required under the contract, as well as ancillary and miscellaneous work as described or reasonably inferable from the RFP.

LUMP SUM TOTAL

\$ _____

Written Amount:

***The "Lump Sum Total" will determine pricing used in Evaluation Criteria**

- 1) In submitting this proposal, it is understood that the right is reserved by CIHA to reject any and all proposals at its sole discretion and for its convenience or benefit. The proposer agrees to execute and deliver to CIHA a contract in the prescribed form within ten (10) days after the date CIHA mails or otherwise delivers to proposer CIHA's written acceptance of the bid as the successful proposal.

The Proposal cannot be withdrawn for a period of THIRTY (30) days without the express permission of CIHA.

- 2) I/We further acknowledge receipt of the following addenda by checking the box(es):

Addendum No.: ____ Dated: _____ Addendum No.: ____ Dated: _____

Addendum No.: ____ Dated: _____ Addendum No.: ____ Dated: _____

- 3) I/We further understands the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001.
- 4) 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

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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.

NAME OF PROPOSER

OFFICIAL ADDRESS

BY:

Signature

Address

Print Name

City/State/Zip Code

Title

Phone

Email

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BID BOND
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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 _____, 2025, 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 _____, 2025, 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)

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**STANDARD CONSTRUCTION CONTRACT
CIHA WAREHOUSE SOLAR PV PROJECT
Contract No. 25T-CN-214**

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
FAX, Main: (907) 793-3070	FAX
FAX, Accounts Payable: (907) 793-3077	E-Mail:
	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
Gabe Layman, President/CEO	TBD
Name, Title	Name, Title

This Contract, between the Cook Inlet Housing Authority, hereinafter called "CIHA" or "Owner," and _____, its successors and assigns, hereinafter called the "Contractor," is effective the date of the signature of CIHA on this document, for the following Project:

CIHA Project name: CIHA Warehouse Solar PV Project
CIHA Project number: 25T-CN-214
Project address: 1305 W. 32nd Ave. Anchorage, AK

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

_____ **[WRITTEN AMOUNT – USE ALL CAPS]** _____ Dollars (\$ _____),

Including such other items as are mentioned in the original Contractor's proposal dated _____ TBD _____, which proposal 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.

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

1. Request for Proposal #25T-CN-214 dated May 2025
2. Addendum No. ____ dated ____ [if applicable]
3. Contractor Proposal dated ____
4. Current State of Alaska Business License
5. Current State of Alaska Contractor's License
6. Current Municipality of Anchorage Contractor's License
7. Current Certificate of Insurance
8. IRS Form W9

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 completion within the Owner Approved schedule established in the Notice to Proceed (NTP) issued by CIHA. Time shall be of the essence in all cases.

1. **NOTICES:** Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by mail or facsimile (fax), properly addressed to each party to whom given, with postage and charges prepaid, to the individual named and at the address listed above. A notice shall be deemed given only when received by the party to whom such notice is directed, except that any notice given by registered or certified mail, or by facsimile, shall be deemed given to and received by the party to whom directed within twenty-four (24) hours after such notice is sent, or when actually received, whichever occurs first.
2. **COMPLIANCE WITH LAWS:** Contractor agrees to be bound by, and at its sole cost and expense comply with, all federal, state and local laws, ordinances and regulations applicable to the Work, including but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantage business enterprise and safety.
3. **LICENSES:** Contractor shall provide copies of all applicable business and professional licenses, including any renewal, to document that Contractor's licenses are and will be in effect for the full duration of the Contract, including any time extensions.
4. **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.

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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 form 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.

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- 12. VALUE ENGINEERING:** Contractor is encouraged to develop, prepare and submit Value Engineering Change Proposals (VECP) voluntarily.
- 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, and false certification as to subcontracting with Alaska Native/American Indian enterprises or organizations. In such event, Contractor and its sureties shall be liable for any damage to Owner resulting from such failures, whether or not Contractor's right to proceed with the work is terminated. This liability includes, but is not limited to, any increased cost incurred by Owner in completing the work.
- 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.

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- 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

**CIHA WAREHOUSE SOLAR PV PROJECT
COOK INLET HOUSING AUTHORITY**

**SUPPLEMENTARY CONDITIONS
CIHA WAREHOUSE SOLAR PV PROJECT
RFP # 25T-CN-214**

1. ~~HUD 5370-EZ~~

~~All reference to "HUD 5370-EZ" shall mean the General Conditions of the Contract for Construction, which is an edited version of HUD 5370-EZ that has been adapted by Cook Inlet Housing Authority (CIHA) 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 CIHA, including all properties, premises, and work sites. Appropriate disciplinary actions, which may include termination, will be taken against CIHA 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 CIHA shall abide by the terms of this statement and all related Federal Acts and shall notify CIHA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

5. VALUE ENGINEERING

Contractor is encouraged to develop, prepare and submit Value Engineering Change Proposals (VECP) voluntarily.

6. COORDINATION WITH COOK INLET HOUSING AUTHORITY

The term "Contracting Officer" shall mean Gabriel Layman, President / CEO for CIHA. For purposes of this Contract, CIHA's Project Manager, Shawn Holdridge, 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

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omission in the performance of his/her duties under this Contract. Should the Project Manager change at any time the Contractor will be notified in writing of the new Project Manager.

7. JOBSITE SUPERINTENDENT

Before starting work, the Contractor shall designate a competent authorized representative (also referred to as a "superintendent") to represent and act with full authority for the Contractor. The proposed superintendent's name, address, telephone number and qualifications shall be submitted in writing for approval to the Project Manager. The Contractor agrees that it will only utilize a superintendent expressly approved by the Owner. 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 the Owner, shall be present at the site of work at all times when work is actually in progress, and shall be responsible for full-time field supervision, coordination of subcontractors and suppliers, completion of the work and safety. The Contractor's superintendent shall be supported by competent assistants as necessary. All such assistants must also be expressly approved by the Project Manager. All requirements, instructions and other communications given to the superintendent, or his/her assistant, by the Project Manager shall be as binding as if given directly to the Contractor.

8. INCOMPLETE OR UNSATISFACTORY WORK, INCLUDING PUNCH LIST ITEMS

Work found not to be in compliance with the Contract's requirements, including any and all unsatisfactory work and punch list items, shall be corrected within ten (10) calendar days of written notice to the Contractor, or a lesser time as the Owner 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 the Owner, the Owner shall have the right, without declaring default, to offset from the Contract price an amount deemed appropriate by the Owner for curing such nonconforming or unsatisfactory work or punch list items. The Owner 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 the Owner under the Contract and law, and any decision by CIHA 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 the Owner requires the Contractor to work overtime, on weekends or on holidays in order to correct incomplete or nonconforming work, the Contractor must first notify the Owner in writing of the overtime schedule. If the Owner determines, in its sole discretion, that it is necessary to have CIHA staff present or on call during the Contractor's overtime, the Contractor shall reimburse the Owner for all of its costs for such supervision or on call status, including but not limited to labor costs for CIHA staff at time and a half the regular staff rate. Should the Contractor fail to reimburse the Owner by the next progress payment requested by the Contractor, the Owner may deduct such reimbursement from the Contractor's next progress payment. Insufficient funds remaining for offset will result in a claim against the Contractor.

9. WARRANTY

The maintenance and warranty period commences at final acceptance of the installation and shall remain in effect for one year. Final acceptance is granted only after a Substantial Completion inspection for a project area is requested by the Contractor and completed by the

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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.

10. RETAINAGE

The Owner shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract or until such time as the Owner determines that performance and progress are satisfactory.

11. ADDITIONAL REQUIREMENTS

- a) **Notice of Differing Site Conditions:** The Contractor shall promptly, and before the conditions are disturbed, give written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in the Contract.
 - i) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten (10) days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
 - ii) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
 - iii) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.
 - iv) The Contractor's obligation to give "prompt notice" of a differing site condition, as set forth above in 11.a, shall mean that the Contractor shall give written notice of the differing site condition to the Owner by hand delivery or email within twenty-four (24) hours of discovery.
- b) **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.
- c) **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 the Owner in comparison to such cost had such change or extra work not been authorized.

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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. 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.

d) Additional Basis for Default:

- i. In addition to the requirements set forth in the AIA Form of Contract, the Owner 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 the Owner;
 - (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 the Owner;
 - (6) Failure of the Contractor to resume work, which has been discontinued, within a reasonable time after notice by the Owner 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 the Owner, 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.

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- ii. The Owner 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 the Owner declare default and terminate the Contract in whole or in part for any reason set forth in this Article, the Owner 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 the Owner for all excess costs incurred by the Owner for obtaining such similar or identical work included within the terminated portion of the Contract. Such costs shall also include the Owner's additional administrative, procurement, and labor costs necessarily incurred.
- iv. If the Contract is terminated for default the Owner 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 the Owner, 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 the Owner. The Owner may withhold from such payment amounts deemed necessary by the Owner 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 the Owner under this Contract and law.
- vi. The Owner's failure to exercise any right or remedy provided under the Contract shall not constitute a waiver of the Owner'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 the Owner for one event may not be construed as consent or notice in the future.

INDEMNITY AND INSURANCE REQUIREMENTS

1. INDEMNIFICATION

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

2. INSURANCE

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

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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).
 - 1. Policy Form: ISO Business Auto form CA 00 01, or its equivalent.
 - 2. Coverage to apply on a primary and non-contributory basis when other insurance is available to the additional insureds

4. CANCELLATION, RENEWAL AND MODIFICATION

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

5. SUBCONTRACTORS

Contractor shall require and verify all subcontractors follow all Indemnity and Insurance Requirements and limits as defined. Certificates of Insurance must be provided for all additional insureds.

7. ADDITIONAL INSURED and CERTIFICATE HOLDERS (if applicable)

Cook Inlet Housing Authority, ATTN: Procurement, 3510 Spenard Road, Suite 100, Anchorage, Alaska 99503

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2025 TRIBALLY DESIGNATED WAGES

Titles	Base Rate
Carpenter/Rehab Craftsman	28.84
Cement Mason (including cement finishing)	21.30
Drywall Hanger	17.75
Electrician	22.99
Elevator Workers-Mechanic	71.44
Fence Erector (including wood & chain link)	17.75
Glazier	17.75
Groundskeeper	21.63
Hod Carrier/Mason Tenders	17.75
HVAC Mechanic	48.75
Installer (batt & blown insulation)	17.75
Janitor/Custodian	17.78
Laborer	21.63
Lead Carpenter	38.46
Locksmith & Safe Repair	25.78
Maintenance Mechanic I	28.84
Maintenance Mechanic II	31.25
Maintenance Repairer	24.03
Painter	17.75
Pipefitter HVAC (piping only)	18.50
Plow Truck Driver	47.62
Truck Driver-Side Dumps	48.50
Plumber/Pipefitter	20.40
Power Equipment Operator-Backhoe	19.05
Power Equipment Operator-Excavator	20.50
Roofer & Waterproofer	26.89
Roofer Material Handler (excluding shakes/shingles)	17.75
Sheet Metal (including HVAC Duct)	23.21
Soft Floor Layer	34.09
Urethane Sprayer	19.00
Weatherization Technician	26.44