



**Excavation Term Services
RFP 25T-CN-216**

CIHA Contact Information	CONTRACTOR Contact Information
Cook Inlet Housing Authority (CIHA)	
3510 Spenard Road	
Anchorage, Alaska 99503	Anchorage, Alaska
Phone: (907) 793-3000	Phone
Email: Procurement@cookinlethousing.org	Email:
A/P Email: CIHAap@cookinlethousing.org	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
Rashaad Esters, Procurement Manager	
Name Title	Name Title

Both Cook Inlet Housing Authority (CIHA) and (Contractor) shall be collectively referred to herein as the "Parties."

1. TERM OF CONTRACT

Award of a professional services contract for the specified work will include an initial three (3) year term with an option to extend for two (2) additional one (1) year terms based on available funding, satisfactory performance, agreed upon pricing and mutual consent. The yearly contract shall be automatically renewed for one (1) year unless either party gives written notice of thirty (30) days prior to the expiration thereof. The cost portion of your proposal submitted should include the initial three (3) year term and the extension option years.

2. SCOPE OF WORK

In accordance with the most current Municipality of Anchorage Standards and Specifications (M.A.S.S.), Anchorage Water and Waste (AWWU), and Anchorage Building Safety furnish all labor, materials, equipment and Right-of-Way permits to perform work described below.

Building Excavation

Site Clearing: Clear, grub and grade the construction site. Existing trees to remain shall be marked prior to clearing and protected to prevent damage. If any damage outside the scope of services is done to walkways, driveways, etc., needed repairs shall be provided by the Contractor.

Earthwork: Excavate bottom of all foundation walls and footings at building perimeter in accordance with M.A.S.S. and the construction documents. Place foundation excavation in accordance to the Proposed Plot Plan. Base of footings shall extend down to undisturbed virgin soil or structurally filled soil which has been compacted to ninety-five percent (95%) proctor density. Footing base is to be flat and level. Excavate driveway and sidewalk to a depth of suitable, undisturbed, virgin soil, at thirty (30) inches. If suitable soil has not been reached a

commercial, highway, cloth soil separator may be placed at that depth and backfilled and compacted with structural fill material.

Structural Fill: All fill material under footings, slabs, and driveways to be a sandy gravel mix locally referred to as "Pit Run" and are to be compacted in six-inch (6") layers to a density of ninety-five percent (95%).

Foundation Backfill: Backfill foundation and other disturbed areas with suitable soils in accordance with M.A.S.S. and provide rough drainage grade.

On-site Utility Services (Single Family and Duplexes)

Water: Locate water connections. Excavate trench from service entrance at lot edge to house location. Prepare trench bed and install new domestic water line. Backfill and compact soils.

Sewer: Locate sewer connections. Excavate trench from service entrance at lot edge to house location. Prepare trench bed and install new sewer piping. Backfill and compact soils.

Off-site Utility Services (Single Family and Duplexes)

Water: Some of the properties serviced under this contract will not have water service to the lot. Other parcels with existing water service may be undersized for the proposed new building. The Contractor will provide CIHA with a lump sum cost proposal to excavate in the public Right-of-Way down to the municipal main water supply and tap a new water service. The proposal shall include hourly rates of equipment, manpower, materials and services provided in the Proposal Price Form to develop the proposal.

Sewer: Some of the properties served under this contract will not have sewer service to the lot. Other parcels with existing sewer service may be unusable. The contractor will provide CIHA with a lump sum cost proposal to excavate in the public right-of-way down to the municipal main sewer system and tap a new sewer service. The proposal shall include hourly rates of equipment, manpower, materials and services provided in the Proposal Price Form to develop the proposal.

Utility Services (Triplexes and Fourplexes)

Water: The water distribution system will be designed and engineered as part of the development of the property. Based on the system design the Contractor will provide CIHA with a lump sum cost proposal to perform the Service. The proposal shall include hourly rates of equipment, manpower and materials provided in the Proposal Price Form to develop the proposal. CIHA will review the Contractor's proposed work scope and cost proposal. If acceptable, CIHA will then deliver to the Contractor a task order. If the Contractor's work proposal is not agreeable, CIHA shall be free to request additional quotes for the proposed work from other contractors.

Sewer: The sewer distribution system will be designed and engineered as part of the development of the property. Based on the system design, the Contractor will provide CIHA with a lump sum cost proposal to perform the Service. The proposal shall include hourly rates of equipment, manpower, and materials provided in the Proposal Price Form to develop the proposal. CIHA will review the Contractor's proposed work scope and cost proposal. If acceptable, CIHA will then deliver to the Contractor a task order. If the Contractor's work proposal is not agreeable, CIHA shall be free to request additional quotes for the proposed work from other contractors.

Storm Drain: The storm drain system will be designed and engineered as part of the development of the property. Based on the system design, the Contractor will provide CIHA with a lump sum cost proposal to perform the Service. The proposal shall include hourly rates of equipment, manpower, and materials provided in the Proposal Price Form to develop the proposal. CIHA will review the Contractor's proposed work scope and cost proposal. If

acceptable, CIHA will then deliver to the Contractor a task order. If the Contractor's work proposal is not agreeable, CIHA shall be free to request additional quotes for the proposed work from other contractors.

Foundation Drainage

On occasion CIHA installs foundation perimeter footing drains. The requirement for footing drain pipe will be on a case-by-case basis. The drainage pipe is a four inch (4") flexible perforated drain pipe covered in filter fabric. The pipe is placed at the bottom of the footing and either daylighted or collected in a sump.

Final Grading

Provide final grading services including swales with positive outfall and slope grade away from building and foundation to planned drainage pathways as specified on plot plans or civil design specifications. Keep exterior finished grade a minimum of six inches (6") below finished floor elevation by backfilling with appropriate soils.

3. CONTRACTOR RELATIONSHIP

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

4. TERM AND TERMINATION, RIGHTS AND REMEDIES

- 4.1 **Termination without Cause** - This Contract may be terminated by mutual consent of both Parties or by either party upon thirty (30) days' written notice. Because circumstances may arise requiring CIHA to discontinue a program or project to which Contractor's activities relate, it is necessary for CIHA to have the right to terminate this Contract with Contractor without cause. Therefore, Contractor agrees that CIHA may at any time upon thirty (30) days' written notice terminate this Contract without cause and reimburse Contractor as described in Paragraph 4.3.
- 4.2 **Termination for Cause** - CIHA by written notice of default to the Contractor may terminate the whole or any part of this Contract if the Contractor:
 - i. Fails to provide services required by this Contract within the time specified or any extension agreed to by Contractor; or
 - ii. Fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms.
- 4.3 **Rights Upon Termination** - In the event of termination under this Contract, Contractor shall not have any claim for damages but has the following rights and responsibilities:
 - i. Contractor will be responsible for the demobilization of the crews, equipment, and materials of Contractor, if necessary.
 - ii. CIHA will pay Contractor on a pro rata basis for the portions of Work completed and materials delivered in accordance with the Contract prior to the notice provided that Contractor shall provide CIHA with a detailed written report of the Work performed thereunder to the date of termination.
 - iii. Any other reasonable costs incidental to the termination of the Contractor Contract provided that CIHA has authorized these costs before the Contractor incurs them.

5. COMPENSATION AND MANNER OF PAYMENT

5.1 Fees for Work

- i. Contractor shall invoice CIHA for Work performed and will be paid for Work rendered as described in Contractor's Quote dated.
- ii. Invoices for services performed will be submitted monthly to CIHA. Payment of invoices is due and owing thirty (30) days from the receipt of the invoice. Contractor shall keep an accurate record of all hours worked and shall include an accurate accounting of it on each monthly invoice. In addition, a written monthly report shall be attached describing program activities for the month. Invoices shall reference CIHA's contract control number and the name of the CIHA employee requesting services.
- iii. Invoices shall be sent to PTP Management by one of the following methods: 1) email to ap@ptpmanagement.com or 2) mail to Cook Inlet Housing Authority, c/o PTP Management Inc. 400 D. Street, Suite 300, Anchorage, Alaska 99501.

6. INVOICING

Invoices are to include the contract control number, date(s), and a list of exact services performed, within thirty (30) days from the end of the monthly billing period.

Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org or 2) mail to Cook Inlet Housing Authority, Attn: Accounts Payable, 3510 Spenard Road, Anchorage, Alaska 99503.

7. REPRESENTATIONS AND WARRANTY

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

8. 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 CIHA 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.

9. INDEMNITY AND INSURANCE REQUIREMENTS

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.

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

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.

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.

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

10. INSURANCE AND LIABILITY

10.1 Insurance

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 and noncontributory to any policies held by CIHA.

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.

Contractor's 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. 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.

10.2 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.

- i. 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.
 - i. Workers Compensation - Statutory limits
 - ii. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- ii. 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.
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$2,000,000 Products/Completed Operations Aggregate
 - iv. \$1,000,000 Personal and Advertising Injury
 - v. \$50,000 Fire Damage Legal Liability (any one fire)
 - vi. \$5,000 Medical Expense (any one person)
- iii. 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.

11. CONFLICT OF INTEREST AND CONFIDENTIALITY

11.1 **Confidentiality** - All information obtained by Contractor from CIHA related in any way to the Contract or Work to be performed there under is confidential and proprietary to CIHA. Contractor shall not use or re-disclose such confidential information for any purpose other than the performance of the Contract. CIHA shall retain ownership of all confidential information disclosed to the Contractor and upon written request by CIHA; 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.

11.2 Conflict of Interest

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

- ii. Make any statement or perform any act intended to advance the interests of any competitor of CIHA in any way that could materially and adversely affect CIHA; or
- iii. Solicit any employee of CIHA to join them in the formation or operation of any business intended to compete with CIHA or solicit the possible future employment of such employee by any such business.

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

12. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in conspicuous places, accessible to employees and applicants for employment, at the location of the grant project, notices setting out the provisions of AS 18.80.220. The Contractor shall state, in all solicitations or advertisements for employees to work on this project, that the Contractor is an equal opportunity employer (EEO) and that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall include the provisions of this EEO article in every subcontract relating to this Contract and shall require the inclusion of these provisions in every agreement entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor.

13. ENTIRE CONTRACT

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

14. 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 on page one (1) of this contract. A notice shall be deemed given only when received by the party to whom such notice is directed, except that any notice given by registered or certified mail, or by facsimile, shall be deemed given to and received by the party to whom directed within twenty-four (24) hours after such notice is sent, or when actually received, whichever occurs first.

15. 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.

16. FORCE MAJEURE

ATTACHMENT F

CIHA 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, CIHA or Contractor, as the case may be, shall not have been able to overcome, including but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action of the United States government, and including changes in existing legislation affecting the subject matter of this Contract.

17. ATTACHMENTS

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

- A. Request for Proposal 25T-CN-216
- B. Addend(a/um) (if applicable)
- C. Contractor Proposal, dated:

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

- D. Current Certificate of Insurance
- E. Current State of Alaska Business License

18. CONTROLLING LAW

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

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:

CIHA:

COOK INLET HOUSING AUTHORITY

Print Name

Print Name

Title

Title

Date

Date