



**CIHA Spenard Campus Landscaping and Grounds
25T-CD-224**

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

This Contract shall commence on the date it is fully executed by both Parties and shall remain in effect for a period of three (3) years from the date, with an option to extend for an additional two (2) one (1) year terms based on available funding, satisfactory performance, mutual consent and agreed upon pricing. The contract shall automatically renew unless either Party gives written notice of thirty (30) days prior to the expiration thereof.

2. SCOPE OF WORK

Contractor shall provide labor, equipment, and materials to complete the following grounds maintenance services at 3510 Spenard Road, 1501 W 26th Avenue, 3502 Spenard Road, and 3400 Spenard Road (see Exhibit A map).

1. **Spring Cleanup** – These services shall commence as soon as weather permits, approximately May 1, (ground thawed and dry), and be completed by May 31. It is important that operations are significantly geared up to successfully complete pursuant to the suggested date of May 31, additional staff and equipment may be required on a temporary basis to accomplish this.
 - a) Thatch/rake lawns and remove all dead grass, leaves, trash and foreign materials
 - b) Aerate lawns as required to promote a healthy lawn condition
 - c) Clean flower beds, floral containers, and landscaped areas of weeds and trash, fertilize and repair flowerbeds for planting flowers in June; including removal of all remaining ice melt, gravel and left over winter materials
 - d) Power edge all concrete walks, curbs and drives to provide a neat appearance
 - e) First cutting of all lawn areas should be 2"-2 ½ "in height with clipping removed
 - f) Prune dead limbs from all shrubs and trees and paint cuts with tree paint
 - g) Apply 16-16-16 fertilizer to lawn at the rate of 12 pounds per 1,000 square feet for mowed turf, and five

- h) Apply 1/8 cup of 16-16-16 fertilizer per one foot of height to all shrubs; and ½ cup of 16-16-16 per one inch of caliper to all trees
- i) All flowerbeds are to receive 8-32-16 fertilizer at the rate of 10 pounds per 1,000 square feet of area
- j) Apply 50 pounds of lime per 1,000 square feet of turf to all medium to high quality mowed turf areas
- k) All shrub planting beds and medium to high quality turf should be treated with pre-emergence weed killer – **annual beds and floral containers should not be treated.**

2. **Weekly Services** – The following items are required to maintain the existing landscape in an attractive and healthy manner. It is important that a schedule be established and strictly adhere to throughout the growing season from May 15th to October 15th. Once this schedule is abandoned and work schedules fall behind, it is most difficult to catch up. This section shall be fairly stable, and a set number of employees should be kept for the entire season.

- a) Mow and trim lawns as required to keep the height of the turf 2"-2 ½ " in height throughout the season, immediately remove all turf clippings
- b) Clip turf and removed clippings adjacent to trees, shrubs, fences and other obstacles as required to maintain a height of 2"-2 ½ " inches
- c) Once each mowing, edge lawn areas where they meet curbs or sidewalks to maintain a neat and even line
- d) Weed between sidewalks and parking lot curbs, around Building foundations, parking lot perimeters, along all fence lines, in landscaping beds, and along all structures on the Property. Weed in the right-of-way between sidewalks and streets
- e) Sweep, or using a mechanical blower, clean all walks, curbs, driveways, and parking areas to remove clippings
- f) Remove all trash from landscaped areas
- g) Trim shrubbery and hedges as required to maintain an even sharp and sight lines
- h) Apply sufficient water to lawn areas, shrubs and flower beds to maintain a healthy and green condition and to ensure effective moisture content. Contractor will apply water only as fast as the soil will absorb it and will not apply excess water that will cause undesirable erosion or run-off
- i) Re-seed any damaged lawn areas greater than 10 square feet to insure germination and growth. Contractor may be required to use turf in lieu of reseeding. Areas larger than 10 square feet will be re-seeded pursuant to a separate work order on a time and material basis; newly seeded areas will be hand-weeded and kept weed free until new turf is established.

3. **Specialty Services** – There are specific non-regular maintenance tasks we require which may demand a higher level of skill and training and in some instances licensing to properly complete. You may use a specialty crew that visits all sites on a specific re-occurring schedule and is allowed to take the proper time and precautions to properly fulfill their tasks. The following lists those specialty services we require:

- a) Fertilization of Lawns. All lawns are to be fertilized on the following schedule:

Date	Type	Rate
May 31	16-16-16 @ 12#'s per	1,000 SF
July 15	16-16-16 @ 12#'s per	1,000 SF
August 31	08-32-16 @ 10#s per	1,000 SF

- b) Fertilization of Plants. All shrubs and trees are to be fertilized twice annually by June 1st and July 15th with 16-16-16 at the following rates;

Shrubs: 1/8 cup per 1" height
 Trees: ½ cup per 1" caliper

- c) Fertilization of Annuals, All flowerbeds are to be fertilized on the following schedule with 8-32-16 at the rate of 10#'s per 1,000 SF of area: May 31, July 15, August 31.
- d) Weed Control:

	Date	Product	Rate
Lawns:	May 30	Pre-Emergence	1 gal per 3 acres
	June 30	2-4-D+/or equivalent	1 gal per 2 acres
	July 20	2-4-D+/or equivalent	1 gal per 3 acres
Beds (rock& chips):	May 30	Pre Emergence	
	June 30	Round-Up/or equivalent (no contact to plants)	1 gal per 2 acres

- e) Pruning. During spring cleanup remove all dead wood and damaged branches and complete by May 15. During the latter part of the summer remove diseased and dead wood, to be completed by August 1. In the fall for dormant removal of unwanted growth between September 15 and 30.
- f) Fall/Winter Preparation. Removal of leaves and trash between September 15 and September 30, or the first frost.

3. CONTRACTOR RELATIONSHIP

Contractor shall 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 shall 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

- a. Contractor shall invoice CIHA for Work performed and will be paid for Work rendered as described in Contractor's Quote dated **00/00/2025**.
- b. 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.
- c. 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. REPRESENTATIONS AND WARRANTY

- 6.1 **Representations** - Contractor represents that it is customarily in business of the same nature as the Work to be performed hereunder and that the Work shall comply with all federal, state and local laws and regulations.
- 6.2 **Warranty** - Contractor warrants to 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.

7. OWNERSHIP; PUBLICATION; REPRODUCTION; USE OF MATERIAL

Except as otherwise provided herein, all data, documents and other copyrightable materials produced by Contractor under this Contract shall be the property of 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.

8. 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.

9. INSURANCE AND LIABILITY

9.1 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.

9.2 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.

10. CONFLICT OF INTEREST AND CONFIDENTIALITY

10.1 **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.

10.2 Conflict of Interest

- a. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and in the event of change in either his/her private interests or services under this Contract, he/she will inform **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 his/her status as a Contractor of CIHA to obtain for his/her personal use, any loans, goods, services, cash, employment, or other benefits from any person or entity on terms which would not otherwise be available to him/her;
 - ii. Make any statement or perform any act intended to advance the interests of any competitor of CIHA in any way that could materially and adversely affect CIHA; or
 - iii. Solicit any employee of CIHA to join him/her 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.

11. 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.

12. ENTIRE CONTRACT

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

13. NOTICES

Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by mail, 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.

14. ASSIGNMENT

Neither this Contract nor any rights, duties or interest hereunder shall be assigned by any party without the prior written consent of the other(s). The preceding notwithstanding, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective partners, successor and assigns.

15. FORCE MAJEURE

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.

16. ATTACHMENTS

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

- A. Request for Proposal 25T-CD-224 CIHA Spenard Campus Landscaping and Grounds

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

- B. Current Certificate of Insurance
- C. Current State of Alaska Business License

17. CONTROLLING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the state of Alaska. Any legal action arising out of or relating to this Contract shall be brought and heard only in a state or federal court located in Anchorage, Alaska. Both Contractor and 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