



**Siding Installation Term Service
26T-CN-228**

CIHA Contact Information	CONTRACTOR Contact Information
Cook Inlet Housing Authority (CIHA)	[Name]
3510 Spenard Road	[Address]
Anchorage, Alaska 99503	[City, St. Zip]
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

The agreement shall have an initial term of two (2) years, with up to three (3) additional one (1) year renewal terms, exercisable by CIHA subject to the availability of funding, satisfactory performance, mutually agreed-upon pricing, and the written consent of both parties. Each renewal term shall automatically renew for one (1) year unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

2. SCOPE OF SERVICES

In accordance with the construction drawings, the current adopted International Residential Code (IRC), International Building Code (IBC) including local amendments, Municipality of Anchorage Building Safety Department and other regulatory agencies having jurisdiction, furnish all labor, and equipment to perform and install Work described below.

Building Types:

- Buildings constructed under this contract will have the general characteristics listed below:
- One- and two-story buildings of modest, modern design
- Single-family homes less than 2,000 sq ft
- Duplexes less than 3,000 sq ft
- Fourplexes less than 5,000 sq ft
- Roof pitch less than or equal to 6/12
- Title 21 Standards
- Street facing, covered entries
- Modest decks
- Covered porches

- Large windows
- Multiple siding and trim materials and textures
- Siding on all four sides of building

Materials

CIHA will supply all materials required under this contract, excluding nails, staples, and saw blades. Materials will be delivered to the job site. A CIHA representative will determine and provide the rough siding material package prior to construct start date. Contractor to coordinate with CIHA staff, additional material requirements for materials on a day-to-day basis during the siding installation stage for all items not included in the original material takeoff.

Siding Installation Services

Provide all wood, composite, plastic or metal siding installation services in accordance with the specifications and building codes referenced in the Scope of Services above to include but not limited to the following:

- Ceiling soffits at covered decks and porches (Note CIHA does not soffit roof eaves on pitched roofs)
- Building wrap envelopes such as Tyvek or other manufacturers
- Bitumen tape flashing per specifications
- All metal flashings at foundation, windows and doors, (Fry Riglet) for cement or wood panels and others
- Horizontal wood or composite siding
- Faux brick panels, made from various materials
- Wood or cement siding panels
- Metal siding panels
- All flashings and metal trim as specified by metal siding manufacturer
- Composite wood siding planks with concealed fasteners
- Window and door trim, building corners, "belly bands" wood columns, wainscoting, garage door wraps and all other trim work as specified
- Lighting and other electrical and plumbing equipment blocks
- Apply all flexible siding caulk per manufacture recommendations to fill gaps on all siding installations where required to keep buildings weather tight

Siding Installation Standards

- All exterior siding shall be in strict conformance with the construction drawings, specifications and all applicable building codes
- All building wrap is to be attached, taped and flashed in accordance with manufacture specifications in a shingled fashion from roof eaves to building foundation
- All siding or other work under this contract shall be plumb, level, square and rigidly secured, following nailing schedules set forth by the construction drawings
- Material shall be used in a manner that will obtain maximum utilization and minimum waste
- Caulk material is to be applied in a workmanship like manner per manufacture specification

3. 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 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.

4. CONTRACTOR RESPONSIBILITIES

- Correct all deficiencies identified during any CIHA inspection within 48 hours of notification by CIHA
- Maintain job site cleanliness: Use CIHA provided dumpsters when available, when no dumpster is available, the Contractor shall remove all crew-generated debris from the site each day
- Provide adequate crew supervision to ensure workmanship, code compliance, and adherence to construction documents
- Maintain worker safety in accordance with applicable regulations and best practices

5. NEIGHBORHOOD COMPATABILITY

A majority of the work under this contract will take place on in-fill redevelopment lots in older existing neighborhoods. Work in these areas requires contractors to conduct their business cognizant of their surroundings and the impact of the work. Municipal noise ordinance allows construction work to take place in all areas. CIHA understands that the nature of siding work is loud and disruptive, however below are reasonable expectations for conducting work under this contract.

- Work is limited to the hours between 8:00 am and 8:00 pm, Monday through Saturday
- No work on State or Federal Holidays
- Music levels restricted to a level that does not interfere with neighbors. The threshold for acceptable music level will be determined by a CIHA representative or lower than any complaints received by neighbors
- Parking; park on-site of the home, or in approved street parking. Do not block street, alleyway, or driveway egress
- Be diligent about jobsite cleanliness

6. TERM AND TERMINATION, RIGHTS AND REMEDIES

6.1 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 6.3.

6.2 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:

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

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

- a. CIHA will pay Contractor, for portions of Work completed in accordance with the Contract prior to the notice, provided that, Contractor shall provide CIHA with an invoice of all fees and costs incurred to the date of termination.
- b. Any other reasonable costs incidental to the termination of this Contract, provided that CIHA has authorized these costs before the Contractor incurs them.

7. COMPENSATION AND MANNER OF PAYMENT

7.1. Fees for Work

- i. 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
- ii. Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org; 2) mail to Cook Inlet Housing Authority, Attention Accounts Payable, 3510 Spenard Road, Anchorage, Alaska 99503; or 3) fax to (907) 793-3077.

8. REPRESENTATIONS AND WARRANTY

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.

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. The warranty shall be one (1) year from date of the final acceptance of the completed work.

9. 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.

10. 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.

11. INSURANCE AND LIABILITY

11.1. 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 Commercial 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.

11.2. 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. 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. 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
 - 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 CIHA.
 - 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 CIHA

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

12. CONFLICT OF INTEREST AND CONFIDENTIALITY

12.1 **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 of this section and the resulting damages.

12.2 Conflict of Interest

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; or
- ii. 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.

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 by email to the CIHA representative appointed as the point of contact for Contractor. A notice 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

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. Contractor's Proposal

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
- D. Current State of Alaska Contractors License
- E. Current Municipality Contractors License
- F. IRS Form W9

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.

CONTRACTOR:

OWNER:

[Contractor Signature]

COOK INLET HOUSING AUTHORITY

Print Name

Print Name

Title

Title

Date

Date