



REQUEST FOR QUOTE # 26T-CN-362

BAXTER FAMILY HOUSING PHASE II RAIN GUTTER INSTALLATION

April 2026

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

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

**BAXTER FAMILY HOUSING – RAIN GUTTER INSTALLATION
COOK INLET HOUSING AUTHORITY**

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**SPECIFIED DATES
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All times specified are Alaska Time.

Description	Date and Time	Location
1. RFQ Packet Available	April 21, 2026	Via CIHA Website
2. Last Day for Questions	April 28, 2026, 2:00p.m.	Via Email
3. Quote due Date	May 5, 2026, 2:00 p.m.	CIHA Main Office

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**REQUEST FOR QUOTE
BAXTER FAMILY HOUSING PHASE II
RAIN GUTTER INSTALLATION
RFQ # 26T-CN-362**

Cook Inlet Housing Authority (CIHA) is accepting sealed quotes hand-delivered, mailed, or emailed from responsible and responsive contractors for the Baxter Family Housing Phase II – Rain Gutter Installation project, located at 4230 Baxter Road, Anchorage, Alaska.

Sealed quotes must be submitted, clearly marked: “**26T-CN-362, Baxter Family Housing Phase II – Rain Gutter Installation– Do Not Open**”. Quotes 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. CIHA will reject Quotes received after the deadline. Faxed quotes will not be accepted.

- Mailed and hand-delivered quotes: Quotes must be received no later than the deadline stated in the Specified Dates according to the time clock located at CIHA’s front desk.
- Emailed quotes: Quotes must be received no later than the deadline, according to the time and date received by CIHA’s email server.

QUESTIONS

CIHA will not be bound by any oral interpretation of this RFQ. Questions are encouraged and must be sent in writing to Procurement by the deadline in the Specified Dates. Questions received after the deadline will be disregarded. Substantive issues received by the deadline will be answered by addendum to all plan holders.

- Email: procurement@cookinlethousing.org

No questions shall be directed to any other CIHA employees or CIHA representatives.

SCHEDULE

The anticipated start date is approximately August 1, 2026, and the building completion dates are phased with two (2) buildings completed by July 31, 2027, two (2) buildings completed by August 31, 2027, and one (1) building completed by September 30, 2027.

A Preliminary Construction Schedule will be attached to this solicitation.

SCOPE OF WORK

The contractor shall furnish and install all gutter and downspout systems required for the Baxter Family Housing Phase II project in accordance with the contract documents and applicable local, state, and federal codes. The contractor shall provide all labor, materials, tools, equipment, fasteners, and access equipment necessary to complete the work.

Work includes installation of a complete gutter and downspout system based on the architectural drawings and roof plans. Contractors shall use the blueprints to determine gutter runs, downspout locations, fittings, offsets, and discharge points necessary to

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provide proper roof drainage. The proposed price shall include all components required to deliver a complete and functional system as shown by the drawings.

Gutters and downspouts shall be installed with proper slope, secure attachment, and positive drainage away from building foundations. All materials shall be new and appropriate for the application. Joints and connections shall be sealed as required to prevent leakage. Gutter color shall be selected by Cook Inlet Housing Authority at a later date prior to installation.

The contractor shall coordinate with roofing, siding, and related trades as necessary and shall protect adjacent finishes and building components during installation. Reasonable daily cleanup of the work area shall be performed.

All gutter and downspout work shall be completed in accordance with the contract documents and prepared for required inspections and final acceptance. The contractor shall maintain safe working conditions and comply with CIHA reporting requirements.

Additionally, the contractor shall comply with all administrative requirements of the contract, including the submission safety plan, schedule of values, daily reports, submittals, certified payroll reports, MBE/WBE reports, lien releases and other tasks required under the contract.

INDEMNITY AND INSURANCE REQUIREMENTS

See Insurance and Indemnity Requirements Form for details on the insurance 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, progress payments will be suspended, and work must cease.

PREFERENCE STATEMENT

The work to be performed under this contract is subject to Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) preference.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be an independent business concern which is a least fifty-one percent (51%) owned and controlled by minority group members or women (Refer to MBE WBE Requirements).

Any firm stating a MBE or WBE preference must submit a certification form (Refer to MBE WBE Requirements).

If comparable bids are submitted from a responsible minority- or woman-owned enterprise and a responsible non-minority- or woman-owned enterprise, CIHA will award to the small, minority or women-owned enterprise.

WAGE DETERMINATION

Federal Davis-Bacon Wages are required for this project. All contractors for this project must comply with all Federal Labor Standard Requirements and will require payment of the Federal Davis-Bacon wage for the specific geographic region in which the project is located.

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PAYMENT TERMS

See CIHA Standard Contract Sample for payment terms.

AWARD

Award of a total lump sum contract for the specified Work will be made in accordance with CIHA's procurement policies to the lowest priced, responsive and responsible offeror consistent with the terms of this RFQ. CIHA reserves the right to reject any and all bids for this work and to waive any technicality or informality in the procurement process that is deemed in the best interest of CIHA. This Request for Quote is not to be construed as a commitment of any kind nor does it commit CIHA to pay for any cost incurred in the submission of any quote or any other incurred cost prior to the execution of a Contract.

Upon issuance of the Notice of Intent to Award, the successful contractor shall provide the following within five (5) business days:

- Insurance letter verifying limits can be met (per Indemnity and Insurance Requirements)
- Subcontractor list along with any self-performed work per task
- Detailed Schedule of Values for Owner approval

DISPUTES

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

CLOSE OUT PROCEDURES

Closeout procedures and requirements can be found in the Closeout Procedures. Closeout documents must be received before full and final payment will be made to the Contractor.

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**OFFERORS CHECKLIST
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NOTICE TO OFFERORS: REMOVE THIS SECTION AND SUBMIT WITH QUOTE

All responsive Quotes MUST contain the following:

1. Quote Submittal Form*
2. Form of Non-Collusive Affidavit*
3. Current State of Alaska Business License
4. Current State of Alaska Contractor's License
5. Current Municipality of Anchorage Contractor's License
6. Completed IRS form W9*
7. Acknowledgment of Addenda* (*if applicable*)

***All Quote documents requiring signature *must* be signed and dated.**

Quotes submitted without one or more requirements listed above are subject to rejection.

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**QUOTE SUBMITTAL FORM
 BAXTER FAMILY HOUSING PHASE II
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- 1) The undersigned, _____(Company Name) on this date: _____, having familiarized itself with the local conditions affecting the scope and cost of work, and with the Request for Quote (RFQ), including the Construction Drawings and Specifications, Quote Submittal Form, General Conditions, Form of Contract, project drawings, and the Scope of Work, hereby proposes to furnish all labor, material, equipment and services required to complete the ***Baxter Family Housing Phase II – Rain Gutter Installation*** project in accordance with all sections of this Request For Quote.

Offeror to submit a Total Lump Sum quote to complete the work as described in the RFQ. Additionally, the quote shall include all costs necessary to fully comply with the requirements of this RFQ, including furnishing and delivery of materials, offloading, required product data, certifications, warranties, and any incidental items or administrative submittal expressly identified in the RFQ.

Building Name:	Total Per Building:
Building D	\$
Building E	\$
Building F	\$
Building G	\$
Building H	\$

Total Lump Sum Quote \$ _____ **(Buildings D+E+F+G+H)**

(Written Amount): _____

- 2) The lowest quote shall be determined by the Total Lump Sum.
- 3) In submitting this quote, it is understood that the right is reserved by CIHA to reject any and all quotes at its sole discretion and for its convenience or benefit. The offeror agrees to execute and deliver to CIHA a contract in the prescribed form.
- 4) I/We have submitted with this quote the following items:
- a. Quote Submittal Form
 - b. Form of Non-Collusive Affidavit
 - c. Current State of Alaska Business License
 - d. Current State of Alaska Contractor’s License
 - e. Current Municipality of Anchorage Contractor’s License

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- f. Completed IRS form W9
- 5) Quote cannot be withdrawn for a period of ninety (90) days without the express permission of CIHA.
- 6) I/We further acknowledge receipt of the following addenda:
- Addendum No.: ___ Dated: _____
- Addendum No.: ___ Dated: _____
- Addendum No.: ___ Dated: _____
- Addendum No.: ___ Dated: _____
- Addendum No.: ___ Dated: _____
- 7) Non-Collusive Affidavit: By submission of this quote, the offeror certifies that making the foregoing quote, that such quote is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham quote or to refrain from quoting, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications or conference, with any person, to fix the quote price of affiant or any other offeror, or to fix any overhead, profit or cost element or said quote price, or of that of any other offeror, or to secure any advantage against the Cook Inlet Housing Authority or any person interested in the proposed contract; and that all statements in said quote are true.
- 8) I/We further understand the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001.

Quote Submitted by:

NAME OF OFFEROR

OFFICIAL ADDRESS

BY:

Signature

Address

Print Name and Title

City, State, Zip Code

Email

Phone

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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

This Contract shall commence on the date of full execution by CIHA ("Effective Date") and shall remain in effect until completion of the Scope of Work, unless earlier terminated in accordance with the terms of this Contract.

The Contractor shall diligently prosecute the work and achieve final completion within the timeframe established in this Contract or any approved project schedule. All work shall be fully completed, and all deliverables submitted and accepted by CIHA, no later than the completion date specified herein, unless extended in writing by CIHA.

2. SCOPE OF SERVICES

The contractor shall furnish and install all gutter and downspout systems required for the Baxter Family Housing Phase II project in accordance with the contract documents and applicable local, state, and federal codes. The contractor shall provide all labor, materials, tools, equipment, fasteners, and access equipment necessary to complete the work.

Work includes installation of a complete gutter and downspout system based on the architectural drawings and roof plans. Contractors shall use the blueprints to determine gutter runs, downspout locations, fittings, offsets, and discharge points necessary to provide proper roof drainage. The proposed price shall include all components required to deliver a complete and functional system as shown by the drawings.

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Gutters and downspouts shall be installed with proper slope, secure attachment, and positive drainage away from building foundations. All materials shall be new and appropriate for the application. Joints and connections shall be sealed as required to prevent leakage. Gutter color shall be selected by Cook Inlet Housing Authority at a later date prior to installation.

The contractor shall coordinate with roofing, siding, and related trades as necessary and shall protect adjacent finishes and building components during installation. Reasonable daily cleanup of the work area shall be performed.

All gutter and downspout work shall be completed in accordance with the contract documents and prepared for required inspections and final acceptance. The contractor shall maintain safe working conditions and comply with CIHA reporting requirements.

Additionally, the contractor shall comply with all administrative requirements of the contract, including the submission safety plan, schedule of values, daily reports, submittals, certified payroll reports, MBE/WBE reports, lien releases and other tasks required under the contract.

3. TERM AND TERMINATION, RIGHTS AND REMEDIES

- A. **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.

- B. **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.

- C. **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. 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.
 - ii. Any other reasonable costs incidental to the termination of this Contract, provided that CIHA has authorized these costs before the Contractor incurs them.

4. COMPENSATION AND MANNER OF PAYMENT

- A. 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 turn in all required compliance documentation. Invoices shall reference CIHA's contract control number and the name of the CIHA employee requesting services

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- B. 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.

5. REPRESENTATIONS AND WARRANTY

- A. **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.
- B. **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.

6. 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.

7. INDEMNITY AND INSURANCE REQUIREMENTS

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold **Cook Inlet Housing Authority (“CIHA”), Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska , State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.**, 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 an **Indemnified Party** for any claim or loss that results from the sole negligence or willful misconduct of the **Indemnified 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

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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 **Indemnified Parties'** 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.

8. INSURANCE

- A. Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary to any policies held by CIHA.
- B. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.
- C. Contractors' insurance shall name **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.** 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 *prior to starting work* or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services.
- E. All insurance companies obligated under the following described policies must have a best rating of "A - VIII" or better as identified in the *A.M. Best Insurance Rating Guide*, most recent edition.
- F. Each Contractor having direct contract with subcontractors shall maintain Commercial General Liability insurance covering claims for bodily injury and property damage arising out of subcontractor's operations, independent contractors, product/completed operations with broad form property damage, liability assumed under contract on a broad form blanket basis, and "XCU" property damage if hazard exists.
- G. CIHA reserves the right to amend these requirements at any time as deemed appropriate and to comply with project funder requirements.
- H. Delivery or acceptance of a certificate or evidence of insurance not meeting the requirements shall not be deemed to waive or reduce any requirements hereunder.

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9. 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: 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 in favor of **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.**

B. Workers Compensation and Employers Liability - Statutory limits with a minimum floor of \$500,000

C. Commercial General Liability Insurance: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract in the amounts noted below. This policy must waive subrogation in favor of **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.**

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 (any one person)
5. \$50,000 Fire Damage Legal Liability (any one fire)
6. \$5,000 Medical Expense (any one person)

The additional following provisions apply to the **Contractor**:

- a. Property and liability insurance policies shall not have a deductible provision in excess of \$25,000, all other insurance policies shall not have a deductible provision in excess of \$10,000.
- b. All policies must be written on a per occurrence basis, except for professional liability coverage which may be written on a claims made basis
- c. Additional Interests Coverage: Additional Insureds listed in Section 7 below. Coverage is to apply on a primary non-contributory basis when coverage under other policies is available to the additional insureds, with all endorsements attached.
- d. Construction Related Activities: Coverage shall not limit liability arising from construction related activities.
- e. Unacceptable Exclusions:
 - i. "Limitation of Coverage to Designated Premises or Project", ISO CG 21 44 07 98, or its equivalent; and
 - ii. Residential work exclusions or limitations, or subcontractor warranty provisions.
 - iii. Professional Liability exclusions are not to apply to bodily injury, personal injury or property damage.

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D. 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, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.** The additional following provisions apply to the **Contractor**:

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.

E. Umbrella/Excess Liability Coverage – Contractor shall provide coverage no less broad than the underlying Commercial General Liability, Vehicle, and Employers Liability policies required above, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Aggregates are to apply on a per project basis. If coverage is not following form, differences must be identified. Additional insureds: **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.** Coverage to apply on a primary and non-contributory basis when other insurance is available to the additional insureds.

10. CONFLICT OF INTEREST AND CONFIDENTIALITY

A. 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.

B. 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.
- b. 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

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- 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 Professional License
- E. IRS form W9
- F. State of Alaska Contractors License
- G. Municipality Contractors License

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COOK INLET HOUSING AUTHORITY**

16. 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

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(c) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(d) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.
- (f) The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(1) *Minimum wages*—(i) *Wage rates and fringe benefits.*

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classifications(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31

U.S.C. 3901-3907. (3) Records and certified payrolls—(i)

Basic record requirements—(A) Length of record

retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements—*(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the

case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii) (C).

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access—*(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity—*(i) *Apprentices—*(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, a ny worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b) (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5 (b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a) (2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S.

trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C.

3901-3907. (4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the

clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

**BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION
COOK INLET HOUSING AUTHORITY**

**SUPPLEMENTARY CONDITIONS
BAXTER FAMILY HOUSING PHASE II
RAIN GUTTER INSTALLATION
ITB # 26T-CN-362**

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 quote 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, except for the MOA building permit fees, and special inspections which will be paid for by the Owner, 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. In accordance with Domestic Preferences for Procurements (2 CFR § 200.322), as appropriate and to the extent consistent with law, CIHA will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section:

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(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. 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 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.

8. 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.

9. 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

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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.

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

Any and all costs associated with general requirements shall not exceed 8% of the direct costs associated with the Work.

Any and all profit plus overhead on the Work shall not exceed 8% of the costs associated with the Work. No profit and overhead shall be permitted on general requirement costs.

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

Any and all costs associated with general requirements permitted in the AIA Form of Contract shall not exceed 8% of the direct costs associated with any change order or request for equitable adjustment.

Any and all profit plus overhead permitted under the AIA Form of Contract shall not exceed 8% of the costs associated with any change order or request for equitable adjustment. No profit and overhead shall be permitted on general requirement costs.

Equitable adjustments for deleted work shall include a credit for profit plus overhead and general requirements in the stipulated percentages above. On proposals covering both increases and decreases to the contract amount, the application of profit plus overhead and general requirements shall be on the net-change in the direct costs for the Contractor and subcontractor performing the work.

12. 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 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.

13. 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.

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14. 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. 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

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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.

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

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- 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”), Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska , State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc., WNC Institutional Tax Credit Fund 60, LP; WNC Holding, LLC; and WNC Housing, LP** 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 an **Indemnified Party** for any claim or loss that results from the sole negligence or willful misconduct of the **Indemnified 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 **Indemnified Parties’** 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

**BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION
COOK INLET HOUSING AUTHORITY**

claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

- C. Contractors' insurance shall name **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, WNC & Associates, Inc., WNC Institutional Tax Credit Fund 60, LP; WNC Holding, LLC and WNC Housing, LP** 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 *prior to starting work* or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services.
- E. All insurance companies obligated under the following described policies must have a best rating of "A - VIII" or better as identified in the *A.M. Best Insurance Rating Guide*, most recent edition.
- F. Each Contractor having direct contract with subcontractors shall maintain Commercial General Liability insurance covering claims for bodily injury and property damage arising out of subcontractor's operations, independent contractors, product/completed operations with broad form property damage, liability assumed under contract on a broad form blanket basis, and "XCU" property damage if hazard exists.
- G. CIHA reserves the right to amend these requirements at any time as deemed appropriate and to comply with project funder requirements.
- H. Delivery or acceptance of a certificate or evidence of insurance not meeting the requirements shall not be deemed to waive or reduce any requirements hereunder.

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: 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 in favor of **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.**

- 1. Workers Compensation and Employers Liability - Statutory limits with a minimum floor of \$500,000

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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 in the amounts noted below. This policy must waive subrogation in favor of **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.**

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 (any one person)
5. \$50,000 Fire Damage Legal Liability (any one fire)
6. \$5,000 Medical Expense (any one person)

The additional following provisions apply to the **Contractor**:

- a. Property and liability insurance policies shall not have a deductible provision in excess of \$25,000, all other insurance policies shall not have a deductible provision in excess of \$10,000.
- b. All policies must be written on a per occurrence basis, except for professional liability coverage which may be written on a claims made basis
- c. Additional Interests Coverage: Additional Insureds listed in Section 7 below. Coverage is to apply on a primary non-contributory basis when coverage under other policies is available to the additional insureds, with all endorsements attached.
- d. Construction Related Activities: Coverage shall not limit liability arising from construction related activities.
- e. Unacceptable Exclusions:
 - i. "Limitation of Coverage to Designated Premises or Project", ISO CG 21 44 07 98, or its equivalent; and
 - ii. Residential work exclusions or limitations, or subcontractor warranty provisions.
 - iii. Professional Liability exclusions are not to apply to bodily injury, personal injury or property damage.

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, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.** The additional following provisions apply to the **Contractor**:

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.

D. Umbrella/Excess Liability Coverage – Contractor shall provide coverage no less broad than the underlying Commercial General Liability, Vehicle, and Employers Liability

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policies required above, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Aggregates are to apply on a per project basis. If coverage is not following form, differences must be identified. Additional insureds: **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc., WNC Institutional Tax Credit Fund 60, LP; WNC Holding, LLC; and WNC Housing, LP.** 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 coverages 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 **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.,** Certificates of insurance showing required coverage to be in force pursuant to this Section shall be filed with and approved by 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 **Indemnified Parties'** benefit and charge the expense to Contractor or terminate the Contract for default.

5. CONTINUATION OF COVERAGE

If any of the required liability insurance is on a claims made basis, "tail" coverage will be required at the completion of this contract for twelve (12) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twelve (12) months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for not less than twelve (12) months from the end of the Contract. This will be a condition of the final acceptance of work or services.

6. SUBCONTRACTORS AND LOWER TIER SUBS

Contractor agrees that as part of any subcontract, Contractor shall require its subcontractors, including second tier and lower subcontractors, to provide assurance of compliance with all insurance provisions applicable to Contractor herein, including policy limits that are identical in scope to those required of Contractor, except as expressly modified by this Section 6, or as

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otherwise agreed to in writing by Contractor and CIHA, on a case-by-case basis. *Certificates of Insurance must be provided for all additional insureds.*

Minimum Umbrella/Excess Liability limits applicable to lower tier subcontractors, including second tier and lower subcontractors, shall be as follows:

<u>Subcontract Amount</u>	<u>Required Umbrella/Excess Liability Limit</u>
Under \$1,000,000	to the Contractor's discretion
Over \$1,000,000	limits noted in Section 3(d)

7. ADDITIONAL INSUREDS and CERTIFICATE HOLDERS

Contractor's insurance shall name all entities below as Additional Insured, except for Worker's Compensation. Coverage shall apply on a primary non-contributory basis when other insurance is available to the additional insured. Certificates shall be issued with each entity indicated as a certificate holder.

NOTED: Spelling and punctuation of the **Additional Insured** names must be exactly as shown below:

<p>Owner: Baxter Borealis II Limited Partnership c/o Cook Inlet Housing Authority, 3510 Spenard Road, Anchorage, Alaska 99503</p>	<p>General Partner / Land Owner: Cook Inlet Housing Authority 3510 Spenard Road Anchorage, Alaska 99503</p>
<p>Grantor: Alaska Housing Finance Corporation and the State of Alaska PO BOX 101020 Anchorage, Alaska 99510</p>	<p>Investor: Certificate Holder and Additional Insured: WNC & Associates, Inc. Additional Insureds: WNC Institutional Tax Credit Fund 60, LP, ISAOA; WNC Holding, LLC, ISAOA; WNC Housing, LP ISAOA</p>
<p>Grantor: State of Alaska, Dept of Commerce, Community and Economic Development 550 W. 7th Avenue, Suite 1535 Anchorage, Alaska 99501</p>	<p>Construction Lender: First National Bank Alaska, ISAOA/ATIMA #0128966283 PO BOX 3551 Coppell, TX 75019</p>
<p>Perm Lender: First National Bank Alaska, ISAOA/ATIMA #0118966895 PO BOX 3551 Coppell, TX 75019</p>	

8. ACORD CERTIFICATE OF INSURANCE FORM

1. Produce one certificate for each of the insured parties.

**BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION
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2. In the description, reference: **Baxter Family Housing Phase II – 4230 Baxter Road, Anchorage, Alaska**
Certificates MUST state exactly: **“The certificate holder is an additional insured with primary and non-contributory status on the general liability, umbrella and automobile policies. Waiver of Subrogation is provided in favor of the certificate holder under the general liability, umbrella, automobile and workers compensation policies.”**
3. Provide copies of all endorsements for additional insured and waiver of subrogation *in addition to* the certificate of insurance.
4. Make sure that the Certificate of Insurance:
 - a. identifies all NAIC#
 - b. The additional insured and subrogation waived columns are checked where applicable
 - c. All policy numbers are identified
 - d. All appropriate boxes checked.
 - e. Deductible amounts identified.
 - f. Description follows the language under #3 provided above.
 - g. Attach the appropriate endorsements or policy documents.

**BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION
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**MBE/WBE REQUIREMENTS
BAXTER FAMILY HOUSING PHASE II
RAIN GUTTER INSTALLATION
RFQ # 26T-CN-362**

1. OVERVIEW

This summary outlines the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) requirements for the Baxter Family Housing Phase II – Rain Gutter Installation Project. Compliance with Executive Orders 11625 and 12432 and 41 CFR 60 applies to all contracts/subcontracts over \$10,000 or more.

2. KEY DEFINITIONS

- MBE/WBE: Business at least 51% owned and controlled by minority individuals or women.
- Recognized Minorities: Black, American Indian/Alaska Native, Hispanic, Asian/Pacific Islander.

3. CONTRACTOR RESPONSIBILITIES

- Notify MBE/WBE firms and worker groups of contracting opportunities.
- Include MBE/WBE language in all solicitations and post notices onsite.
- Track and document actions taken, results and any impediments.
- Submit required MBE/WBE reports monthly with pay requests.
- Owner to provide Excel reporting workbook after contract award.

4. ADVERTISING REQUIREMENTS

Advertise at least 10 days before quote date using one or more of the following methods:

- Anchorage daily paper or local regional paper
- Radio (if standard)
- Trade associations or targeted MBE/WBE media

5. REPORTING REQUIREMENTS

- Initial Narrative Report: Due 10 days before pre-construction; include approach and procedure basis.
- Initial Contracts Report: List all contracts/subcontracts and MBE/WBE status with certification forms, if applicable.
- Monthly Report: List new monthly contracts/subcontracts and certification forms, if applicable.
- Final Narrative & Report: Summarize MBE/WBE efforts, explain unmet goals and provide final contract list.

6. RESOURCES

SBA database of certified disadvantaged, minority-owned, women-owned businesses:
<https://search.certifications.sba.gov/>

MBE/WBE Compliance Form

Contracts Summary Report

Check One: Initial Plan: Page 2 of 3
 Final Report: Page 2 of 3

1. Organization Name:
2. Project Location:
3a. Contact Name:
3b. Contact Phone Number:

4. Reporting Period:	_____ to _____
5. Project Name:	_____
6. Date Submitted:	_____

Contracts Awarded

	Goal	Actual
1. Construction Contracts		
A. Total Dollar Amount of All Contracts Awarded on Project:		\$ _____
B. Total dollar amount of contracts awarded to MBE/WBE businesses:		\$ _____
C. Percentage of total dollar amount awarded to MBE/WBE Businesses:	10.00 %	_____ %
D. Total number of MBE/WBE businesses receiving contracts:		_____
2. Non-Construction Contracts		
A. Total Dollar Amount of All Contracts Awarded on Project:		\$ _____
B. Total dollar amount of contracts awarded to MBE/WBE businesses:		\$ _____
C. Percentage of total dollar amount awarded to MBE/WBE Businesses:	3.00 %	_____ %
D. Total number of MBE/WBE businesses receiving contracts:		_____

Summary below to be completed on Final Report

Indicate the efforts made to direct the economic opportunities to the greatest extent feasible, toward MBE/WBE businesses. (Check all that apply:)

Attempted to contact MBE/WBE businesses through:

- local advertising media
- signs prominently displayed at the project site
- other similar methods: _____

Participated in a program which promotes the award of contracts to business concerns which meet the definition of MBE/WBE business concerns

Other, describe below:

This information is true and correct to the best of my knowledge.

Certified this _____ day of _____ by _____

(date) (month, year) (signature)

Name and Title of Certifying Officer: _____

MBE/WBE Compliance Form

Final Narrative Report

___ Final Report: Page 1 of 3

1. Organization Name:
2. Project Location:
3a. Contact Name:
3b. Contact Phone Number:

4. Reporting Period:	to
5. Project Name:	
6. Date Submitted:	

1. Please provide any narrative relevant to your MBE/WBE efforts during this project. In your narrative, please explain any unexpected results. If you were not able to meet your employment goals, explain why you were not able to do so.

SAMPLE

This information is true and correct to the best of my knowledge.

Certified this _____ day of _____ by _____
(date) (month, year) (signature)

Name and Title of Certifying Officer:

Date:	_____
Name of Business:	_____
Address of Business:	_____
	Street City Zip

Minority/Women Owned Business Concern Eligibility Claimed:

___ 51% or more owned by women
___ 51% or more owned by minorities

Name and Address if women or minority(s) in 51% ownership position:

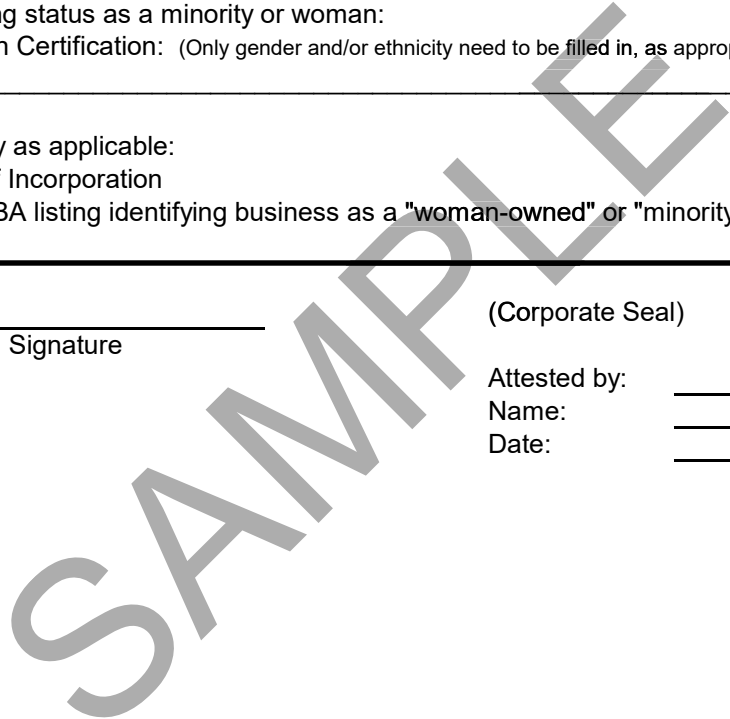
For the person claiming status as a minority or woman:
___ MBE/WBE Person Certification: (Only gender and/or ethnicity need to be filled in, as appropriate.)
___ Other: _____

For the business entity as applicable:
___ copy of Articles of Incorporation
___ copy of current SBA listing identifying business as a "woman-owned" or "minority-owned"

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____
Name: _____
Date: _____



**BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION
COOK INLET HOUSING AUTHORITY**

"General Decision Number: AK20260004 01/02/2026

Superseded General Decision Number: AK20250004

State: Alaska

Construction Type: Residential

County: Anchorage County in Alaska.
Area II Anchorage

Modification Number Publication Date
0 01/02/2026

SUAK1999-007 05/14/1998

Area II Anchorage

Rates Fringes

CARPENTER (excluding drywall
hanging and batt and blown
insulation).....\$ 15.85

CEMENT MASON/CONCRETE
FINISHER (including cement
finishing).....\$ 21.30

DRYWALL HANGER.....\$ 10.00

ELECTRICIAN.....\$ 22.99

FENCE ERECTOR (including wood
and chain link).....\$ 15.70

GLAZIER.....\$ 17.50

INSTALLER
Batt & Blown Insulation.....\$ 16.00

LABORER
Excavation.....\$ 9.00
General (excluding fence
erecting and batt and

WAGE DETERMINATION

**BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION
COOK INLET HOUSING AUTHORITY**

blown insulation).....\$ 10.84
Hod Carrier/Mason Tenders...\$ 14.24
Urethane Sprayer.....\$ 19.00

PAINTER.....\$ 12.29

PIPEFITTER

HVAC Piping Only.....\$ 18.50

PLUMBER/PIPEFITTER.....\$ 20.40 .87

Power equipment operators:

Backhoe.....\$ 19.05
Excavator.....\$ 20.50

ROOFER (excluding
shakes/shingles).....\$ 13.13

Sheet Metal Worker (including
HVAC Duct).....\$ 23.21

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

WAGE DETERMINATION

BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION COOK INLET HOUSING AUTHORITY

<https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council

WAGE DETERMINATION

BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION COOK INLET HOUSING AUTHORITY

number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

WAGE DETERMINATION

BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION COOK INLET HOUSING AUTHORITY

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

WAGE DETERMINATION

**BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION
COOK INLET HOUSING AUTHORITY**

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

WAGE DETERMINATION

**BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION
COOK INLET HOUSING AUTHORITY**

**SUMMARY OF WORK
BAXTER FAMILY HOUSING PHASE II
RAIN GUTTER INSTALLATION
RFQ # 26T-CN-362**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION
 - 1. Project Location: 4230 Baxter Rd, Anchorage, AK
- B. Owner: Cook Inlet Housing Authority
 - 1. Owner's Representative: Shawn Holdridge
- C. Engineer: Triad Engineering, LLC – Brandon Marcott, P.E.
- D. The Work consists of the following:

The contractor shall furnish and install all gutter and downspout systems required for the Baxter Family Housing Phase II project in accordance with the contract documents and applicable local, state, and federal codes. The contractor shall provide all labor, materials, tools, equipment, fasteners, and access equipment necessary to complete the work.

Work includes installation of a complete gutter and downspout system based on the architectural drawings and roof plans. Contractors shall use the blueprints to determine gutter runs, downspout locations, fittings, offsets, and discharge points necessary to provide proper roof drainage. The proposed price shall include all components required to deliver a complete and functional system as shown by the drawings.

Gutters and downspouts shall be installed with proper slope, secure attachment, and positive drainage away from building foundations. All materials shall be new and appropriate for the

SUMMARY OF WORK

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application. Joints and connections shall be sealed as required to prevent leakage. Gutter color shall be selected by Cook Inlet Housing Authority at a later date prior to installation.

The contractor shall coordinate with roofing, siding, and related trades as necessary and shall protect adjacent finishes and building components during installation. Reasonable daily cleanup of the work area shall be performed.

All gutter and downspout work shall be completed in accordance with the contract documents and prepared for required inspections and final acceptance. The contractor shall maintain safe working conditions and comply with CIHA reporting requirements.

Additionally, the contractor shall comply with all administrative requirements of the contract, including the submission safety plan, schedule of values, daily reports, submittals, certified payroll reports, MBE/WBE reports, lien releases and other tasks required under the contract.

The anticipated start date is approximately August 1, 2026, and the building completion dates are phased with two (2) buildings completed by July 31, 2027, two (2) buildings completed by August 31, 2027, and one (1) building completed by September 30, 2027.

A Preliminary Construction Schedule will be attached to this solicitation.

1.4 TYPE OF CONTRACT

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

1.5 USE OF PREMISES

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

1.6 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business (8:00AM – 5:00PM) working hours, which are to be coordinated with Owner's Representative, Monday through Friday, except otherwise indicated.
- B. Weekend Hours: Coordinate with Owner's Representative.
 - 1. Early Morning Hours: Coordinate with Owner's Representative.

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2. Hours for Utility Shutdowns: Coordinate with Owner's Representative.
 3. Provide not less than seventy-two (72) hours' notice to Owner's Representative of activities that will affect Owner operations.
- C. Existing Utility Interruptions: Do not interrupt utilities serving adjacent facilities occupied unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner's Representative not less than seventy-two (72) hours in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's Representative prior written permission.

**PROJECT MANAGEMENT AND COORDINATION
BAXTER FAMILY HOUSING PHASE II
ROOFING, DAMPPROOFING, & FOAM
RFQ # 26T-CN-353**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within ten (10) days of Notice of Award (NOA), submit a list of key personnel assignments, including superintendent and other personnel in attendance at the Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone

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numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in temporary field office. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

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

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

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

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form as approved by Owner's Representative.
1. Project Manager will return RFIs submitted to Project Manager by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's Work or Work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name
 2. Project number
 3. Date
 4. Name of Contractor
 5. Name of Project Manager
 6. RFI number, numbered sequentially
 7. RFI subject
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate
 10. Field dimensions and conditions, as appropriate
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Contractor generated form with substantially the same content as indicated above, acceptable to the Owner's Representative.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Owner's Representative's Action: Owner's Representative will review each RFI, determine action required, and respond. Allow five (5) Working days for Owner's Representative to response to each RFI.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals
 - b. Requests for approval of substitutions
 - c. Requests for approval of Contractor's means and methods
 - d. Requests for coordination information already indicated in the Contract Documents
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Owner's Representative's actions on submittals.

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- g. Incomplete RFIs or inaccurately prepared RFIs.
- 2. Owner's Representative's action may include a request for additional information, in which case, Owner's Representative's time for response will date from time of receipt of additional information.
- 3. If requested information is available from careful study and comparison of Contract Documents, field conditions, other CIHA provided information, coordination drawings, or prior Project correspondence or documentation, Contractor shall reimburse CIHA for such costs that may be incurred by CIHA due to architect review costs.
- 4. Owner's Representative's action on RFIs that may result in a change to the Contract Time, or the Contract Sum may be eligible for Contractor to submit Change Proposal according to "Contract Modification".
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Project Manager in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Distribute an updated log at project meetings.

Log shall include the following:

 - 1. Project name
 - 2. Name and address of Contractor
 - 3. Name and address of Project Manager
 - 4. RFQ number including RFIs that were returned without action or withdrawn.
 - 5. RFQ description
 - 6. Date the RFI was submitted
 - 7. Date Project Manager's response was received
- F. On receipt of Project Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Project Manager within five (5) days if Contractor disagrees with response. Contractor shall provide the following information:
 - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 SAFETY

- A. Contractor submission of project safety plan: CONTRACTOR shall, prior to commencement of the Work, submit to Owner, for Owner's information, a Project Safety Plan for the Work in accordance with the following:
 - 1. An emergency management plan for a prompt and controlled response to any emergency with human injury, physical damage potential or fire risk. The plan must clearly state the actions that must be taken and the parties responsible.
 - 2. Emergency organizations to be contacted, telephone numbers, and the type of information they will need.
 - 3. Procedures to cover life threatening situations, first aid services and fire.
 - 4. Access of emergency vehicles to the site.

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5. Provision for an on-site emergency control center.
 6. Provisions for an emergency management team.
 7. A responsibility matrix that describes and names the responsibilities for implementation of the safety plan and emergency plan.
 8. A hazardous material abatement plan which provides for identification of hazardous materials, including the submission of Material Safety Data Sheet (MSDS), as required by Contract and by law.
 9. Provisions for storage of hazardous materials.
 10. A plan for disposal of hazardous waste in accordance with all applicable federal, state, and local requirements.
 11. A plan for hazard identification and mitigation, personal protection, hazard assessments, and regulatory compliance.
- B. The Contractor shall hold weekly safety meetings with all Subcontractors and shall send a copy of the safety meeting minutes to the Owner with each pay application.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Project Manager of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meetings will record significant discussions and agreements achieved. Distribute the meeting minutes to all attendees within five days of the meeting.
- B. Preconstruction Conference: Owner will schedule and conduct a preconstruction conference before starting construction.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner and Contractor shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule
 - b. Phasing
 - c. Critical Work sequencing and long-lead items
 - d. Designation of key personnel and their duties
 - e. Lines of communications
 - f. Procedures for processing field decisions and Change Orders
 - g. Procedures for RFIs
 - h. Procedures for testing and inspecting
 - i. Procedures for processing Applications for Payment
 - j. Distribution of the Contract Documents
 - k. Submittal procedures
 - l. Procedures for compliance reporting and submission

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- m. Use of the premises
 - n. Work restrictions
 - o. Working hours
 - p. Owner's occupancy requirements
 - q. Responsibility for temporary facilities and controls
 - r. Procedures for moisture and mold control
 - s. Procedures for disruptions and shutdowns
 - t. Construction waste management and recycling
 - u. Parking availability
 - v. Office, Work, and storage areas
 - w. Equipment, deliveries and priorities
 - x. First aid
 - y. Security
 - z. Progress cleaning
4. Minutes: Entity responsible for conducting the meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of the Owner and Project Manager, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period
 - b. Review the present and future needs of each entity present, including the following:
 - 1) Safety update
 - 2) As-Built progress to date
 - 3) Look ahead schedule
 - 4) Coordination of Work with Owner's own forces
 - 5) Status of submittals
 - 6) Deliveries
 - 7) Off-site fabrication
 - 8) Access
 - 9) Site utilization
 - 10) Temporary facilities and controls
 - 11) Progress cleaning
 - 12) Quality and Work standards

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- 13) Status of correction of deficient items
 - 14) Field observations
 - 15) Status of RFIs
 - 16) Status of proposal requests
 - 17) Pending changes
 - 18) Status of Change Orders
 - 19) Pending claims and disputes
 - 20) Documentation of information for payment requests
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.9 DAILY CONSTRUCTION REPORTS

- A. Contractor shall be responsible for preparing a daily construction report, recording information concerning events at the site. Contractor shall submit copies the Owner with each Pay Application. The daily construction reports shall include the following information:
1. List of Subcontractors
 2. Approximate number of personnel
 3. List of equipment and/or specialized machinery
 4. High and low temperatures and general weather conditions
 5. Safety incidents
 6. Formal meetings
 7. Significant decisions
 8. Unusual events (refer to special reports)
 9. Stoppages, delays, shortages, and losses
 10. Meter readings and similar recordings
 11. Order and request of authorities having jurisdiction
 12. Change Orders received and implemented
 13. Construction Change Directives received
 14. Utility services connected and disconnected
 15. Equipment or system tests and startups
 16. Partial completions and occupancies
 17. Substantial completions authorized

2.0 SCHEDULE OF VALUES

- A. The Contractor shall submit a Schedule of Values, the sum of which is equal to the total Contract Price. The Schedule of Values shall serve as a basis for calculating progress payments during construction and shall be presented in such detail to allow CIHA's Representative to accurately verify the amount and value of Work completed as defined in the Contractor's Progress Payment Request. The Schedule of Values shall correspond to activities on the Construction Schedule as defined in Construction Progress Schedules.
1. The Schedule of Values, to the extent approved shall be submitted in tabular and computer format as part of the construction schedule submittals following CSI format.
 2. The Schedule of Values must be reviewed and accepted by the Owner as the basis of calculating progress payments. If, in the opinion of the Owner, the

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Schedule of Values is deemed incorrect, the Contractor shall present documentation substantiating the proposed values. If, in the opinion of the Owner, the Schedule of Values lacks sufficient detail to calculate progress payments, the Contractor shall submit additional detail as requested. Progress payment subsequent to the required submission date for the Construction Schedule shall be withheld until the Owner has accepted the Construction Schedule.

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

General Requirements (MAX 8%)
Labor
Equipment
Material
Subcontractor
Overhead and Profit (MAX 8%)
Total Cost

5. Contractor's Schedule of Values must include line items for "Overhead and Profit" and "General Conditions." The amount allocated for General Conditions cannot exceed 8% of the total Contract price. The amount allocated for Overhead and Profit cannot exceed 8% of the total Contract price. No Overhead and Profit on General Requirements. (See Supplementary Conditions)

**PRODUCT REQUIREMENTS
BAXTER FAMILY HOUSING PHASE II
RAIN GUTTER INSTALLATION
RFQ # 26T-CN-362**

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

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- D. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- F. **Excess Material:** Utilize inventory management systems to efficiently identify and manage excess materials per Excess Material in "Closeout Procedures".

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

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1.5 QUALITY ASSURANCE

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

1.6 PRODUCT WARRANTIES

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

PART 2 – PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," the Project Manager will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

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6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
 - b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in the "Comparable Products" Article for consideration of an unnamed product.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
 - b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with the requirements in the "Comparable Products" Article for consideration of an unnamed manufacturer's product.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in the "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Project Manager's sample", provide a product that complies with requirements and matches Project Manager's sample. The Project Manager's decision will be final on whether a proposed product matches.
1. If no product available within the specified category matches and complies with other specified requirements submit available samples to the Project Manager.

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- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Project Manager from manufacturer's full range" or similar phrase, select a product that complies with requirements. The Project Manager will select color, gloss, pattern, density, or texture from the manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

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

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- f. Requested substitution has received necessary approvals from authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
2. Costs for Review of Substitution; Alternative Sequence; Method of Construction Request: Should a Contractor-proposed substitution or alternative sequence or method of construction require investigation by the Owner and/or the Design Team, Contractor shall pay for such services of Owner, Design Team and/or other responsible design professionals for researching and reporting on proposed substitutions or alternative sequence and method of construction. The contractor shall pay such fees whether or not the proposed substitution or alternative sequence or method of construction is ultimately accepted by the Owner.

2.3 COMPARABLE PRODUCTS

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

REFERENCES
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1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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3. Effective Date: Date of referenced standard is that in effect as of documents date except when specific date is specified or when standard is part of applicable code which includes edition date.
 4. Copies: When required by individual sections, obtain a copy of referenced standard. Maintain copy at job site during work.
- C. Certificates: When required by Contract Documents, or when requested in writing by CIHA, submit Certificate of Compliance or Manufacturer's Certificate that materials or workmanship, or both comply with requirements of referenced standard.
- D. Labels: Where labels indicating certification are specified, deliver and install products with labels intact. Do not remove labels.

1.3 DEFINITIONS

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

1.4 INDUSTRY STANDARDS

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

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

1.5 ABBREVIATIONS AND ACRONYMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BAXTER FAMILY HOUSING PHASE II – RAIN GUTTER INSTALLATION
COOK INLET HOUSING AUTHORITY**

**CLOSEOUT PROCEDURES
BAXTER FAMILY HOUSING PHASE II
RAIN GUTTER INSTALLATION
RFQ # 26T-CN-362**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion
- C. Certified List of Incomplete Items: Final submittal at Final Completion
- D. Compliance Reporting & Documentation: All outstanding corrections received

1.4 CLOSEOUT SUBMITTALS

- A. Certificate of Insurance: For continuing coverage
- B. A copy of all employee and visitor sign in sheets
- C. A copy of all safety and construction meeting minutes
- D. A copy of all completed daily QC report forms
- E. Executed Memorandum of Acceptance
- F. Executed Contractor's Certificate and Release
- G. Executed Final Release of Liens

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1.5 MAINTENANCE MATERIAL SUBMITTALS

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

1.6 SUBSTANTIAL COMPLETION PROCEDURES

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

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

1.7 FINAL COMPLETION PROCEDURES

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

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1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

1.9 TRAINING

- A. Contractor shall provide Owner training on any system that includes manufacturer recommended training.
- B. The Owner's personnel will provide up to four hours of tenant training at time of COO. Training will cover the following:
 - 1. Operation procedures and preventative maintenance instructions for all mechanical and electrical systems.

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

- A. Time of Submittal: Submit written warranties on request of Owner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Organize and label closeout documents in an orderly sequence based on the disciplines.

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1. Bind documents, product data, parts, replacement, cleaning & care instructions in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate section/discipline. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
3. Identify each binder on the front and spine with the typed or printed title "Operation & Maintenance Manuals with Warranties," Project name, and name of Contractor.
 - a. Provide two (2) paper copies and one (1) electronic PDF copy on a USB Flash Drive in the following format:
 - 1) Organized and labeled by discipline/division.
 - 2) Label all equipment used; make & model.
 - b. Provide Full size (22"x34") field redline Asbuilt drawings that incorporated all changes including but not limited to: RFI's, Change Orders and field directives in both hard copy and electronic PDF copy on a USB flash drive.
 - 1) Electronic copy shall be provided on a USB Flash Drive.
4. Retain "Warranty Electronic File" Subparagraph below and paper copy documents if required by Owner. Indexing requirement below can be performed automatically using PDF publishing software.

E. Copies of each warranty to be included in the operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.
- B. Excess Materials: The Contractor shall provide the following excess materials for the owner Maintenance Program:
 1. Flooring: 10% of total square footage
 2. Cabinets: 5 each, Manufacturer's Scratch Repair Kit
 3. Paint: 5 Gallons of each color for interior and exterior
 4. Glycol: 10 Gallons (if applicable)

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PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

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- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- q. Leave Project clean and ready for company.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

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