



**Weatherization Plumbing & Heating Term Services
26T-WX-202**

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

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

1. TERM OF CONTRACT

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

2. SCOPE OF WORK

CIHA personnel will conduct comprehensive building science, energy efficiency, and weatherization rehabilitation assessments on single-family, mobiles homes, duplex, and multi-family residential homes.

After the initial assessment, written work scopes of potential building improvements are drafted by CIHA. Work scopes may include building envelope improvements, occupant safety improvements, environmental hazards remediation, plumbing and heating improvements, mechanical and electrical improvements, and energy efficiency improvements. CIHA will deliver to the Contractor a Proposed Work Agreement stating the intended scope of repair or replacement improvements for all upgrades. Proposed Work Agreements give general direction regarding the nature of the installation and repair tasks required. The Contractor must then visit the specified residential dwelling unit to survey first-hand the intended work scope. The Contractor shall then provide CIHA Staff with a cost quotation of materials, equipment, testing, labor, permits, etc., and the scope of work that will best accomplish the intended improvement(s).

The Contractor's quote shall include the specific make and model of major equipment, parts, and

other materials to be included and the respective costs of each. Non-major repair materials may be lumped together as one unit. Generally, major equipment and parts costing \$500 or more are crucial to the complete system's performance. The Contractor shall also separately list: hourly labor costs, permit fees, inspection fees, and shipping costs but may aggregate each category if more than singular. For example, several inspection fees may be aggregated, and a single "Inspection Fees" listed. The Contractor may lump and list other costs, such as copying, mail, etc., together and listed as "Administrative Costs" if not already included as part of material or labor costs. Together, all costs listed shall constitute the entire and total cost for the work required. The separate listing of materials, labor, shipping costs, and so on provides CIHA with a general history of the expenses upon which CIHA can estimate future projects to determine the general magnitude of project costs. In turn, budgeting for the program's life and the number of dwellings to be served can be more accurately forecasted, resulting in better service to the community and the contractors servicing this program.

In addition to costs, the quote shall also reflect the estimated number of days and hours to complete the quoted work from the time of arrival on site to the time of final departure. The Contractor will provide this information to CIHA, and CIHA can pass the dates and times to the homeowners to prepare their schedules to be home while the work is being done. It is understood that estimated workdays are just that – estimated, considering the unpredictable nature of retrofit work. This quote shall be provided to CIHA within three (3) working days after the site visit unless CIHA grants an extension. Waiting for cost and shipping information for materials/equipment not available locally could be a reason for an extension. Cost quotes shall remain fixed for a minimum of 30 days following submittal to CIHA.

The Contractor shall not limit their proposed replacement equipment/materials to only the makes and models of equipment the Contractor sells or represents. The Contractor is encouraged to offer alternative equipment, materials, and solutions to the work CIHA prescribed if, in the Contractor's opinion, a safer, quicker, and a less expensive or equal alternative is available.

CIHA will review the Contractor's proposed work scope and cost quote. If acceptable, CIHA will deliver a Perform Work Agreement to the Contractor. If the Contractor's work proposal is not agreeable to CIHA, CIHA shall be free to request additional quotes for the proposed work from other contractors.

The Perform Work Agreement will describe the final work scope and materials. The Perform Work Agreement shall include the Contractor's written quote, even when not directly written into the Perform Work Agreement. Upon receiving the Perform Work Agreement from CIHA, the Contractor must sign and return the agreement to CIHA within three (3) working days. If CIHA does not receive a signed Work Agreement within the specified time, CIHA shall be free to offer the work to any other contractor.

The signed Perform Work Agreement shall become a contract for the duration of that project only. The Contractor shall commence work within three (3) working days of receiving a signed Perform Work Agreement from CIHA - typically sent by email. The Contractor is obligated to notify CIHA when materials or equipment cannot be obtained, and the work cannot be started within five (5) working days.

Generally, the plumbing, heating, and mechanical system equipment, and parts most likely to require the Contractor's purchase, installation, or service will include, but is not limited to the work described below:

- **Heating Equipment:** oil or gas-fired boilers, furnaces, water heaters, unit heaters, and related equipment; piping for or installation of natural gas or propane gas-fired kitchen ranges and clothes dryer, combustion exhaust vents; fire-stop plates; combustion air ducting; piping; controls; wiring; pumps; fans; filters; valves; expansion tanks; heat exchangers; burners and other system parts.
- **Plumbing Fixtures and System Parts:** toilets, showers, walk-in showers, bathtubs replacement, lavatories, service sinks, pumps, filters, piping, valves, disposals, water-softening equipment, sump pump, water lines and other plumbing parts.
- **Environmental Air and Ventilation Equipment:** bathroom exhaust fans, kitchen range hood exhaust hoods/fans, whole house exhaust fans, heat and/or energy recovery ventilators, registers, and grilles cooling fans, ducting for all ventilation

equipment, termination vent hoods, filters, and air cleaners, etc. The Contractor shall also have the equipment and knowledge to measure cfm airflow and pressure balance airflow through ventilation equipment.

The Contractor shall only be required to inspect and bid on the scope of work designated to be repaired or replaced. However, the Contractor shall notify CIHA if additional repairs should also be made during its initial survey of the proposed project or while performing the work. If CIHA directs the Contractor to perform such additional work, the Contractor shall be paid either in accordance with a quotation submitted by Contractor for this additional work or, if requested by CIHA, on a time and material basis according to the hourly wage rates the Contractor has provided in response to this RFP and a materials quote.

The Contractor shall furnish all tools, labor, equipment, and materials to perform the necessary plumbing, heating, and mechanical services.

The Contractor shall be proficient in testing heating equipment for draft, carbon monoxide, and combustion efficiency. The Contractor will be testing all heating equipment directed only to be cleaned and tuned before and after such service.

The Contractor shall be thoroughly knowledgeable in all applicable federal, state, and local building codes and regulations as they apply to the plumbing, heating, and mechanical trades.

The Contractor shall assign a minimum of at least one journeyman to each project. This journeyman shall always remain on-site while work is actively being performed.

Daily, the Contractor shall remove from the work site all materials and equipment replaced/removed that day. The work site shall be clear of all materials, equipment, and tools at the end of each work cycle for the day. Additionally, the worksite shall be cleaned at the end of each work cycle for the day. All removed materials and equipment shall be taken to and disposed of at an approved municipal waste site and shall be done in a manner that complies with all federal, state, and local laws. The Contractor shall only accumulate removed materials and equipment in any location if expressly permitted to do so in writing by CIHA.

The Contractor shall protect all adjacent surfaces and objects from damage during the entire course of work being performed. Should any damage occur, the Contractor shall replace or repair the damaged surface or object to CIHA's satisfaction.

The Contractor shall perform all work in a skilled workman-like manner and shall establish a continually neat, clean, and organized work site.

The Contractor shall always protect their work area to ensure the client's safety and security. The Contractor is required to provide a current EPA Lead-Based Paint

The Contractor shall always protect their work area to ensure the client's safety and security. The Contractor is required to provide a current EPA Lead-Based Paint Renovator's certification and OSHA Confined Space training class attendance (or OSHA 30 certification) prior to implementation of any contract awarded as a result of this RFP.

The contractor shall provide a sticker on new Furnaces, Boilers, Water Heaters etc. for future service for the client.

3. CONTRACTOR RELATIONSHIP

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

4. TERM AND TERMINATION, RIGHTS AND REMEDIES

4.1 **Termination without Cause** - This Contract may be terminated by mutual consent of both Parties or by either Party upon thirty (30) days' written notice. Because circumstances may arise requiring CIHA to discontinue a program or project to which Contractor's activities relate, it is necessary for CIHA to have the right to terminate this Contract with Contractor without cause. Therefore, Contractor agrees that CIHA may at any time upon thirty (30) days' written notice terminate this Contract without cause and reimburse Contractor as described in Paragraph 4.3.

4.2 **Termination for Cause** - CIHA, by written notice of default to the Contractor, may terminate the whole or any part of this Contract if the Contractor:

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

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

- i. Contractor will be responsible for the demobilization of the crews, equipment, and materials of Contractor, if necessary.
- ii. CIHA will pay Contractor on a pro rata basis for the portions of Work completed and materials delivered in accordance with the Contract prior to the notice provided that Contractor shall provide CIHA with a detailed written report of the Work performed

thereunder to the date of termination.

- iii. Any other reasonable costs incidental to the termination of the Contractor Contract provided that CIHA has authorized these costs before the Contractor incurs them.

5. COMPENSATION AND MANNER OF PAYMENT

5.1 Fees for Work

- i. Contractor shall invoice CIHA for Work performed and will be paid for Work rendered as described in Contractor's Quote dated 00/00/0000.
- ii. Invoices for services performed will be submitted monthly to CIHA. Payment of invoices is due and owing thirty (30) days from the receipt of the invoice. Contractor shall keep an accurate record of all hours worked and shall include an accurate accounting of it on each monthly invoice. In addition, a written monthly report shall be attached describing program activities for the month. Invoices shall reference CIHA's contract control number and the name of the CIHA employee requesting services.
- iii. Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org ; or 2) mail to Cook Inlet Housing Authority, Attn: Accounts Payable, 3510 Spenard Road, Anchorage, AK 99503.

6. INVOICING

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

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

7. REPRESENTATIONS AND WARRANTY

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

8. OWNERSHIP; PUBLICATION; REPRODUCTION; USE OF MATERIAL

Except as otherwise provided herein, all data, documents and other copyrightable materials produced by Contractor under this Contract shall be the property of CIHA which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

9. INDEMNITY AND INSURANCE REQUIREMENTS

To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold Cook Inlet Housing Authority (CIHA), its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all

claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.

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

In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.

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

10. INSURANCE AND LIABILITY

10.1 Insurance

Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary and noncontributory to any policies held by CIHA.

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

Contractor's insurance shall name Cook Inlet Housing Authority (CIHA) as additional insured, except for Worker's Compensation. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the A.M. Best

Insurance Rating Guide, most recent edition.

10.2 **Minimum Limits of Liability**

Contractor shall maintain with a company satisfactory to CIHA at least the limits of liability set forth below. The requirements of this section shall not limit Contractor's indemnification responsibilities as provided in the Contract.

- i. **Worker's Compensation and Employers' Liability**: The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against Cook Inlet Housing Authority.
 - i. Workers Compensation - Statutory limits
 - ii. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- ii. **Commercial General Liability Insurance**: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against Cook Inlet Housing Authority.
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$2,000,000 Products/Completed Operations Aggregate
 - iv. \$1,000,000 Personal and Advertising Injury
 - v. \$50,000 Fire Damage Legal Liability (any one fire)
 - vi. \$5,000 Medical Expense (any one person)
- iii. **Commercial Automobile Liability Insurance**: Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against Cook Inlet Housing Authority.

11. **CONFLICT OF INTEREST AND CONFIDENTIALITY**

11.1 **Confidentiality** - All information obtained by Contractor from CIHA related in any way to the Contract or Work to be performed thereunder is confidential and proprietary to CIHA. Contractor shall not use or re-disclose such confidential information for any purpose other than the performance of the Contract. CIHA shall retain ownership of all confidential information disclosed to the Contractor and upon written request by CIHA; Contractor shall return to CIHA all such confidential information. The return of the information shall not terminate any of Contractor's obligations hereunder. Contractor shall be responsible for any breach by its employees or subcontractors of this section and the resulting damages.

11.2 **Conflict of Interest**

- a. Contractor affirms that to the best of their knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and their services under this Contract, and in the event of change in either their private interests or services under this Contract, they will inform CIHA's Procurement Manager regarding possible conflict of interest, which may arise as a result of such change. Except as to the regular operation of Contractor business, during the term of this Contract, the Contractor, its employees and its agents who are privileged to gain access to

confidential information, will not enter into any activity, employment, or business arrangement which conflicts or competes with the business interests of CIHA, its subsidiaries, parents or affiliates, or with Contractor obligations under this Contract. In addition to the foregoing, Contractor shall not, for any reason:

- i. Use their status as a Contractor of CIHA to obtain for their personal use, any loans, goods, services, cash, employment, or other benefits from any person or entity on terms which would not otherwise be available to them.
- ii. Make any statement or perform any act intended to advance the interests of any competitor of CIHA in any way that could materially and adversely affect CIHA; or
- iii. Solicit any employee of CIHA to join them in the formation or operation of any business intended to compete with CIHA or solicit the possible future employment of such employee by any such business.

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

12. EQUAL EMPLOYMENT OPPORTUNITY

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

13. ENTIRE CONTRACT

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

14. NOTICES

Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by mail, properly addressed to each Party to whom given, with postage and charges prepaid, to the individual named and at the address listed on page one (1) of this contract. A notice shall be deemed given only when received by the Party to whom such notice is directed, except that any notice given by registered or certified mail, or by facsimile, shall be deemed given to and received by the party to whom directed within twenty-

four (24) hours after such notice is sent, or when actually received, whichever occurs first.

15. ASSIGNMENT

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

16. FORCE MAJEURE

CIHA and Contractor shall not be liable for their respective failure to perform any of their obligations under the Contract. If prevented from performing such obligations by a cause beyond their reasonable control which, by the use of due diligence, CIHA or Contractor, as the case may be, shall not have been able to overcome, including but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action of the United States government, and including changes in existing legislation affecting the subject matter of this Contract.

17. ATTACHMENTS

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

- A. Contractor Proposal – Dated 00/00/0000

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. RFP 26T-WX-202
- E. Current Municipality of Anchorage, Wasilla, and Palmer Licenses
- F. Current State of Alaska Contractors License

18. CONTROLLING LAW

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract in and hereby agree to its terms and conditions. This Contract is effective the date of the signature of CIHA herein.

CONTRACTOR:

CIHA:

COOK INLET HOUSING AUTHORITY

Print Name

Print Name

Title

Title

Date

Date

SAMPLE