CORDOVA HOUSE BUILDING DEMO

REQUEST FOR QUOTE 26T-DV-367

June 2026

Cook Inlet Housing Authority
3510 Spenard Road
Anchorage, Alaska 99503

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

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SPECIFIED DATES
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

	Description	Date and Time	Location
1.	Bid Packet Available	June 25, 2026	via CIHA Website
2.	Pre-Bid Walk-through	July 7, 2026, 10:00 a.m.	5709 Cordova Street
3.	Last Day for Questions	July 14, 2026, 5:00 p.m.	via email
4.	Quote Due Date	July 23, 2026, 2:00 p.m.	CIHA Main Office or via email

Procurement to Insert Teams Meeting Information here:

REQUEST FOR QUOTE
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

Cook Inlet Housing Authority (CIHA) is a state-chartered Housing Authority primarily funded by the Department of Housing and Urban Development, with other State and private grant funds, and loan sources. Cook Inlet Housing Authority (CIHA) is accepting quotes from responsible and responsive contractors for the **Cordova House Building Demo project, located at 5709 Cordova Street, Anchorage, Alaska.**

Quotes must be submitted, clearly marked: "**Attn: Procurement, RFQ # 26T-DV-367, Cordova House Building Demo**". CIHA will reject quotes received after the deadline. Faxed quotes will not be accepted.

- **Mailed and/or hand-delivered quotes:** Quotes must be received 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.

- **Emailed Quotes**: Quotes must be received by the Procurement Department at procurement@cookinlethousing.org. 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 representative.

SCHEDULE
The anticipated start date is mid-August 2026, with project completion by October 31, 2026.

SCOPE OF WORK
The Contractor shall provide all labor, materials, services, required permits and equipment for the completion of demolishing and disposing of all onsite structures, including above and below ground foundations and footings, fencing, standing debris around structure, any existing pavement and concrete, and all hazardous materials included in the BGES – HBMI report. Additionally, the Contractor shall comply with all administrative requirements of the contract, including the submission of a project schedule, safety plan, schedule of values, daily reports, submittals and other tasks required under the contract.

The Contractor shall be responsible for obtaining and paying for all local, federal, and any other permits required to complete the work and obtain formal closeout documentation.

INDEMNITY AND INSURANCE REQUIREMENTS
See Insurance and Indemnity Requirements 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 the quote is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b)). In accordance with 25 U.S.C. 450e(b) and 24 CFR 1000.52, To the greatest extent feasible: (i) preferences and opportunities for training and employment shall be given to American Indians/Alaska Natives (AIAN); and (ii) preferences in the award of contracts and subcontracts shall be given to AIAN-owned economic enterprises. The Contractor shall include this Indian Preference Statement, in its entirety, in every subcontract in connection with the awarded Contract, and shall, at the direction of CIHA, take appropriate action pursuant to the subcontract upon finding by recipient or HUD that the subcontract has violated 25 U.S.C. 450(e).

PREFERENCE FACTOR
AIAN, Small-, Women-, and Minority- owned preference in contracting is applicable to this Request for Quote and any contractor/firm/vendor stating a preference must submit a signed HUD 5369-A Certification Form with their submitted quote to qualify for a preference; ownership must be a minimum of 51% and be active in the day-to-day control and operation of the business.

In those cases, where price is the determinative evaluation factor, CIHA shall make its award to the qualified AIAN-owned economic enterprises or organizations with the lowest responsible and responsive quote if it is reasonable and <u>no more than “X” percent</u> higher than the overall lowest responsive and responsible quote received from all other qualified sources. The factor “X” is determined as follows:

When the lowest responsive, responsible quote is:	X = lesser of:
Less than $100,000	10% of that quote, or $9,000
At least $100,000, but less than $200,000	9% of that quote, or $16,000
At least $200,000, but less than $300,000	8% of that quote, or $21,000
At least $300,000, but less than $400,000	7% of that quote, or $24,000
At least $400,000, but less than $500,000	6% of that quote, or $25,000
At least $500,000, but less than $1,000,000	5% of that quote, or $40,000
At least $1,000,000, but less than $2,000,000	4% of that quote, or $60,000
At least $2,000,000, but less than $4,000,000	3% of that quote, or $80,000

If comparable quotes are submitted from a responsible non-AIAN or a responsible small-, minority-, or women-owned enterprise, CIHA will award to the small, minority, or women-owned enterprise assuming no responsible qualified AIAN source provides a quote considered comparable.

WAGE DETERMINATION
Cook Inlet Housing Authority has adopted Tribally Designated wages. These Tribally Designated wages replace and supersede Davis-Bacon wages and requirements thereunder on CIHA’s

NAHASDA-funded projects. Certified payrolls are NOT required in conjunction with payment of Tribally Designated wages; however, Cook Inlet Housing Authority continues to reserve the right to monitor the payment of the Tribally Designated wages through employee interviews and/or record examination.

All wages paid for work performed under the awarded contract must be paid no less than the minimum wage rates (including the fringe benefit) as shown on the Tribally Designated Wage Determination. Please refer to General Conditions for additional wage information.

REQUIREMENTS FOR BIDDING

Offeror shall supply all information and submittals required by the RFQ documents to constitute a proper quote. The quote must clearly state the legal name, address, telephone number, and email address of the offeror. The quote must be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the offeror to the quote. Any changes that are made to this quote using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made. No quotes may be withdrawn without the written consent of CIHA for a period of sixty (60) days subsequent to the deadline date for receipt of quotes.

AWARD

Award of a firm, fixed-price Contract for the specified Work will be made in accordance with CIHA's procurement policies to the lowest priced, responsive and responsible Offeror. CIHA reserves the right to reject any and all quotes 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.

DISPUTES

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

INSTRUCTIONS TO OFFERORS

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1. BID PREPARATION AND SUBMISSION

(a) Offerors are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the General Conditions of the Contract for Construction). Failure to do so will be at the Offeror's risk.

(b) All proposal prices must be submitted on the forms provided by Cook Inlet Housing Authority (CIHA). Offerors shall furnish all the information required by the solicitation. Proposals must be signed and the offeror's name typed or printed on the proposal sheet and each continuation sheet which requires the entry of information by the offeror. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority. (Offerors should retain a copy of their proposal for their records.)

(c) Offerors must submit as part of their proposal a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Offerors."

(d) All proposal documents shall be sealed in an envelope, or other container, which shall be clearly marked with the words "Proposal Documents," the Request for Quotes (RFQ) number, any project or other identifying number, the offeror's name, and the date and time for receipt of Proposals.

(e) If this solicitation requires proposing on all items, failure to do so will disqualify the proposal. If proposing on all items is not required, Offerors should insert the words "No Proposal" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate Proposals/Proposals will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, Proposals to be submitted by email, hand-delivered or mailed. Facsimile (fax) machines will not be considered.

~~(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the proposal advertisement is provided as an attachment to this solicitation.~~

2. EXPLANATIONS AND INTERPRETATIONS TO PROSPECTIVE OFFERORS

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for proposal opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective offeror concerning this solicitation will be furnished promptly to all other prospective Offerors as a written amendment to the solicitation, if that information is necessary in submitting Proposals, or if the lack of it would be prejudicial to other prospective Offerors.

(b) Any information obtained by, or provided to, a offeror other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. AMENDMENTS TO SOLICITATIONS

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the proposal form, or (3) by email, if those methods are authorized in the solicitation. The Owner must receive acknowledgement by the time and at the place specified for receipt of Proposals. Proposals which fail to acknowledge the offeror's receipt of any amendment will result in the rejection of the proposal if the amendment(s) contained information which substantively changed the Owner's requirements.

(c) Amendments will be on file in the offices of the Owner at least 7 days before proposal opening.

4. RESPONSIBILITY OF PROSPECTIVE CONTRACTOR

(a) The Owner will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of an offeror, the Owner will consider such matters as the offeror's:

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

(b) Before a proposal is considered for award, the offeror may be requested by the Owner to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the offeror to provide such additional information shall render the Offeror nonresponsive and ineligible for award.

5. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF PROPOSALS

(a) Any proposal received in the solicitation after the exact time specified for receipt will not be considered.

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Owner that the late receipt was due solely to mishandling by the Owner after receipt at the Owner; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of Proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a proposal is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late proposal, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Owner is the time/date stamp of Owner on the proposal wrapper or other documentary evidence of receipt maintained by the Owner.

(e) The only acceptable evidence to establish the date of mailing of a late proposal, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by an offeror to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Owner will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice via email., at any time before the exact time set for opening of Proposals. A proposal may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for opening of Proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal.

6. SERVICE OF PROTEST

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective offeror whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer

by obtaining written and dated acknowledgement from:

Rashaad Esters, Procurement Manager
Cook Inlet Housing Authority
3510 Spenard Road
Anchorage, Alaska 99503

[*Contracting Officer designates the official or location where a protest may be served on the Contracting Officer*]

(c) All protests shall be resolved in accordance with the Owner's protest policy and procedures, copies of which are maintained at the Owner.

7. CONTRACT AWARD

(a) The Owner will award a contract resulting from this solicitation to the offeror responsible whose offer conforming to the solicitation will be most advantageous to Owner, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Owner may

(1) reject any or all offers if such action is in Owner's interest,

(2) accept other than the lowest offer,

(3) waive informalities and minor irregularities in offers received, and

(4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a Request for Proposals, Owner may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for Proposals, before the offer's specified expiration time, Owner may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Owner.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

~~8. BID GUARANTEE (applicable to construction and equipment contracts exceeding $25,000)~~

~~All Proposals must be accompanied by a negotiable proposal guarantee which shall not be less than five percent (5%) of the amount of the proposal. The proposal guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a proposal bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the proposal guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the Owner. The proposal guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful offeror as required by the solicitation. Failure to submit a proposal guarantee with the proposal shall result in the rejection of the proposal. Proposal guarantees submitted by unsuccessful Offerors will be returned as soon as practicable after proposal opening.~~

~~*(Letter from Contractor's surety evidencing the proposer's ability to obtain the required bonding capacity should it be awarded the project must be submitted in lieu of the 5% Bid Guarantee.)*~~

~~9. ASSURANCE OF COMPLETION~~

~~(a) Unless otherwise provided in State law, the successful offeror shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [*Contracting Officer check applicable items*]~~

~~[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;~~

~~[ ] (2) separate performance and payment bonds, each for 100 percent of the contract price;~~

~~[ ] (3) a 20 percent cash escrow;~~

~~[ ] (4) a 25 percent irrevocable letter of credit; or,~~

~~[✓] (5) an irrevocable letter of credit for 5 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).~~

~~(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website **http://www.fms.treas.gov/c570/index.html**, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.~~

~~(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.~~

~~(d) Failure by the successful offeror to obtain the required assurance of completion within the time specified, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall render the offeror ineligible for award. The Owner may then either award the contract to the next lowest responsible offeror or solicit new Proposals. The Owner may retain the ineligible offeror's proposal guarantee.~~

10. PRECONSTRUCTION CONFERENCE (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful offeror will be required to attend a preconstruction conference with representatives of the Owner and/or its project manager, and other interested parties convened by the Owner. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The Owner will provide the successful offeror with the date, time, and place of the conference.

OFFEROR'S CHECKLIST
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

NOTICE TO OFFERORS: REMOVE THIS SECTION AND SUBMIT WITH QUOTE

All responsive Quotes MUST contain the following:

1. This Offeror's Checklist ☐
2. Quote Submittal Document* ☐
3. Form of Non-Collusive Affidavit* ☐
4. Current State of Alaska Business License ☐
5. Current State of Alaska Contractor's License ☐
6. Current Municipality of Anchorage Contractor's License ☐
7. Completed IRS Form W9* ☐
8. Representations, Certifications and Other Statements of Bidders* *(if applicable)* ☐
9. Documentation that the Contractor is an American Indian/Alaska Native Business concern *(if applicable)* ☐
10. Acknowledgment of Addendums* *(if applicable)* ☐

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

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

QUOTE SUBMITTAL DOCUMENT
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

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), Quote Submittal Document, General Conditions, Supplemental Conditions, Form of Contract, Preference Statement, Tribally Designated Wages and the Scope of Work, hereby proposes to furnish all labor, material, equipment, permits and services required to complete the project in accordance with all sections of this Request for Quote.

   Offeror to submit a Lump Sum Quote to complete the Work as described in the RFQ. Additionally, the quote shall include all administrative requirements of the contract, including but not limited to the submission of a project schedule, safety plan, daily reports, submittals as required, and other tasks required under the contract, as well as ancillary and miscellaneous work as described or reasonably inferable from the RFQ.

   Total Lump Sum Quote: $_____

   Written Amount: _____

2) The lowest quote shall be determined by the Total Lump Sum Quote.

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.

4) I/We have enclosed with this quote the following items:

   a) Offeror's Checklist
   b) This Quote Submittal Document
   c) Form of Non-Collusive Affidavit
   d) Current State of Alaska Business License
   e) Current State of Alaska Contractor's License
   f) Current Municipality of Anchorage Contractor's License
   g) Completed IRS Form W9
   h) Representations, Certifications, and Other Statements of Bidders
   i) Documentation that the Contractor is an AIAN business concern *(if applicable)*
   j) Acknowledgement of Addendums *(if applicable)*

5) The Quote cannot be withdrawn for a period of SIXTY (60) DAYS without the express permission of CIHA.

7) I/We further acknowledge receipt of the following addenda:

Addendum No.: ____ Dated: _____

Addendum No.: ____ Dated: _____

Addendum No.: ____ Dated: _____

Addendum No.: ____ Dated: _____

8) 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 bid 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.

9) 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

FORM OF NON-COLLUSIVE

AFFIDAVIT

(PRIME PROPOSER)

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)`

_____, being first duly sworn, deposes and says:

"That he/she is the proposer, or a partner or officer of the firm, party, etc., making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications or conference, with any person, to fix the proposal price of affiant or any other proposer, or to fix any overhead, profit or cost element or said bid price, or of that of any other proposer, or to secure any advantage against ***Cook Inlet Housing Authority*** or any person interested in the proposed contract; and that all statements in said proposal or bid are true."

Signature of: _____
Proposer, if the proposer is an individual

_____
Partner, if the proposer is a Partnership

_____
Officer, if the proposer is a corporation

_____
Date

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

~~3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions~~ ~~(applicable to contracts exceeding $100,000)~~

~~(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.~~

(b) ~~The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:~~

~~(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;~~

~~(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and~~

~~(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.~~

~~(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.~~

~~(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision~~.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai,

Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

~~9. Certification of Eligibility Under the Davis-Bacon Act~~ ~~(applicable to construction contracts exceeding $2,000)~~

~~(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).~~

~~(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).~~

~~(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.~~

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

~~11. Clean Air and Water Certification~~ ~~(applicable to contracts exceeding $100,000)~~

~~The bidder certifies that:~~

~~(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:~~

~~(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,~~

~~(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.~~

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

_____
(Signature and Date

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

_____
(Company Address)

STANDARD CONSTRUCTION CONTRACT
Cordova House Building Demo
Contract # 26T-DV-367

OWNER Contact Information	CONTRACTOR Contact Information
Cook Inlet Housing Authority (CIHA)	**Contractor Name**
3510 Spenard Road	**Address**
Anchorage, Alaska 99503	**Anchorage, Alaska 995**
Phone: (907) 793-3000	**Phone:**
E-Mail:	**E-Mail:**
	Fed ID No.
Contracting Officer: **Gabriel Layman, President/CEO**	**Contractor Contact:**
Name Title	**Name Title**

This Contract, between the Cook Inlet Housing Authority, hereinafter called "CIHA" or "Owner," and CONTRACTOR NAME, its successors and assigns, hereinafter called the "Contractor," is effective the date of the signature of CIHA on this document, for the following Project:

CIHA Project name: Cordova House Building Demo
CIHA Project number: 26T-DV-367
Project address: 5709 Cordova Street, Anchorage, AK 99518

The Contractor, for and in consideration of payment or payments herein specified and agreed to by CIHA, hereby covenants and agrees to furnish and deliver all of the materials and to do and perform all the Work and labor required in the construction of the Project for:

The Contractor shall provide all labor, materials, services, required permits and equipment for the completion of demolishing and disposing of all onsite structures, including above and below ground foundations and footings, fencing, standing debris around structure, any existing pavement and concrete, and all hazardous materials included in the BGES – HBMI report. Additionally, the Contractor shall comply with all administrative requirements of the contract, including the submission of a project schedule, safety plan, schedule of values, daily reports, submittals and other tasks required under the contract.

The Contractor shall be responsible for obtaining and paying for all local, federal, and any other permits required to complete the work and obtain formal closeout documentation.

Including such other items as are mentioned in the original Contractor's quote dated _____ which proposal and prices named, together with the Contract Documents are made a part of this

SAMPLE

Contract by reference. CIHA shall pay Contractor for satisfactory performance of work performed, upon full completion thereof unless otherwise agreed under the terms of this Contract. For goods/services provided pursuant to this Contract, Contractor is to invoice CIHA based on materials used and work performed pursuant to the approved scope of work and Contract price described in the Contract Documents attached hereto, consistent with the labor rates and other cost provisions required under this Contract.

This Contract also includes the following sections and attachments (collectively, "Contract Documents"):

1. RFQ # 26T-DV-367
2. Addendums ____
3. Contractor Quote dated _____
4. CIHA Indemnity and Insurance Requirements
5. General Conditions HUD Form 5370-EZ
6. Tribally Designated Wages
7. Current State of Alaska Business License
8. Current State of Alaska Contractor's License
9. Current Municipality of Anchorage Contractor's License
10. Current Certificate of Insurance
11. IRS Form W9
12. Federal Debarred Report (Excluded Parties)

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by Contractor and not specifically herein provided for, will be allowed by CIHA, nor shall the Contactor do any work or furnish any materials not covered by this Contract, unless such work or materials are ordered in writing by CIHA.

In no event shall CIHA be liable for any materials furnished or used, or for any work or labor done, unless the materials, work or labor are required by the Contract or on written order furnished by CIHA. Any such work or materials which may be done or furnished by Contractor without order first being given shall be at Contractor's own risk, cost and expense, and Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such order.

Contractor further covenants and agrees that all materials shall be furnished and delivered, and all labor shall be done and performed, in every respect to the satisfaction of CIHA, to provide substantial completion within the time schedule established in the notice to proceed issued by CIHA. Time shall be of the essence in all cases.

1. NOTICES: Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by email, properly addressed to each party to whom given, with postage and charges prepaid, to the individual named and at the address listed above. 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 emailed and date stamped according to CIHA's email server, 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.

SAMPLE

2. **COMPLIANCE WITH LAWS:** Contractor agrees to be bound by, and at its sole cost and expense comply with, all federal, state and local laws, ordinances and regulations applicable to the Work, including but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantage business enterprise and safety.

3. **LICENSES:** Contractor shall provide copies of all applicable business and professional licenses, including any renewal, to document that Contractor's licenses are and will be in effect for the full duration of the Contract, including any time extensions.

4. **PROHIBITION AGAINST LIENS:** Contractor is prohibited from placing a lien on Owner's property. The prohibition shall apply to all subcontractors at any tier and all materials suppliers.

5. **WARRANTY:** Contractor warrants to Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Document. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. All applicable warranties shall begin on the date of Substantial Completion of the Work, or of a designated portion thereof, or, where Substantial Completion does not apply, upon final payment, and shall continue for a duration of one (1) year thereafter. Refer to Closeout Procedures for further details.

6. **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.

7. **WAIVER:** No provision of this Contract may be waived unless agreed to in writing by Owner. The failure of either party to insist in one or more instances upon the performance of any term or condition of this Contract shall not be construed as a waiver of future performance of any such term or condition, and the obligations of either party with respect thereto shall continue in full force and effect.

8. **CONFIDENTIAL INFORMATION:** All information obtained by Contractor from Owner related in any way to the Contract or work to be performed there under is confidential and proprietary to Owner. Contractor shall not use or re-disclose such confidential information for any purpose other than the performance of the Contract. Owner shall retain ownership of all confidential information disclosed to the Contractor and upon written request by Owner, 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.

9. **INSPECTION AND RETENTION OF RECORDS:** Contractor shall, at all times during normal business hours and as often as Owner may deem necessary, make available to Owner for examination all of its records with respect to all matters covered by this Contract for a period of three (3) years after the date of Contractor's complete performance thereof. Upon request, and within a reasonable time, Contractor shall submit such other information and reports relating to its activities under this Contract to Owner, in such from and at such times as Owner may reasonably require. Contractor shall permit Owner to audit, examine

SAMPLE

and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Contract. Owner may, at its option, permit Contractor to submit its records to Owner in lieu of the retention requirements of this section.

10. **TITLES:** The titles given to the articles and paragraphs of this Contract are for ease of reference only and shall not be relied upon or cited for any other purpose.

11. **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 Owner, 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.

12. **VALUE ENGINEERING:** Contractor is encouraged to develop, prepare and submit Value Engineering Change Proposals (VECP) voluntarily.

13. **JOINT DRAFTING:** The parties expressly agree that this Contract was jointly drafted, and that they both had opportunity to negotiate terms and to obtain the assistance of counsel in reviewing the Contract prior to execution. This Contract shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.

14. **PUBLICITY:** Contractor, its employees, agents, and subcontractors shall not use Owner's name in any advertising, publications, promotional materials or publicity release concerning the Contract or work performed thereunder unless approved in advance by Owner in writing.

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

16. **JURISDICTION/VENUE:** This Contract shall be governed by and construed in accordance with the laws of the state of Alaska. Venue of any action or dispute resolution proceeding shall be Anchorage, Alaska.

17. **ATTORNEYS' FEES/COSTS:** In the event of litigation between the parties relating to or arising out of this Contract, the prevailing party shall be entitled to full reasonable cost and attorney's fees.

18. **TERMINATION:** In addition to other available grounds for termination described in this Contract, Owner reserves the right to terminate the Contract for default in the event Contractor fails to completely satisfy all material terms, conditions and requirements contained herein at any time, including improper subcontracting, violation of any regulation or law applicable under the Contract, failure to pay or to ensure workers are paid required wage rates, and false certification as to subcontracting with American Indian/Alaska Native enterprises or organizations. In such event, Contractor and its sureties shall be liable for any damage to Owner resulting from such failures, whether or not Contractor's right to proceed

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with the work is terminated. This liability includes, but is not limited to, any increased cost incurred by Owner in completing the work.

19. **ENTIRE AGREEMENT; BINDING EFFECT:** This Contract, together with all exhibits, forms, attachments and addenda, contains the entire and integrated agreement between the parties hereto, superseding in all respects any and all prior oral or written negotiations, representations, agreements or understandings.

20. **MODIFICATION:** This Contract shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. Owner, may, at its discretion, amend this Contract to conform with federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule, or the activities to be undertaken as part of this Contract, such modification will be incorporated only by written amendment signed by both Owner and Contractor.

21. **AVAILABILITY OF FUNDS:** Payments under this Contract may require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payment required under this Contract, this Contract shall terminate without penalty to Owner. In such cases, Owner shall not be obligated to make payments under this Contract beyond those for completed work and which funds have previously been appropriated.

22. **SURVIVAL OF OBLIGATIONS:** The obligation of the parties concerning indemnification, liability, confidentiality, reporting and release of information shall survive the completion, termination or expiration of this Contract.

23. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

24. **SEVERABLITY:** If any provision or part of a provision of this Contract shall be determined to be void and unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain valid and enforceable.

SAMPLE

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:	**OWNER:**
_____	_____
[NAME OF CONTRACTOR]	**COOK INLET HOUSING AUTHORITY**
_____	_____
Print Name	**Print Name**

Title	**Title**
Date	**Date**

SAMPLE

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 contrac ts, 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~~ ***(See Indemnity & Insurance Requirements Section which supersedes this Section)***

~~(a) Before commencing work, the Contractor and each subcon-tractor 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 a 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 fiunishing 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 3prioritization 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 reprocurement 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 mechanic s working at the site of the work (or otherwise working in construction or development of the project under a develop-ment 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 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 contract or, 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, own er, 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, apprentice s 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, any 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 reprocurement 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.

SUPPLEMENTARY CONDITIONS
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

1. HUD 5370

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 bid 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 local, federal, and any other permits, fees, licenses, inspections and reinspection's by government agencies necessary for proper execution and completion of the Work and to obtain a Certificate of Occupancy.

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. 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, Sam Theis, 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 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 5% of the direct costs associated with the Work.

Any and all profit plus overhead on the Work shall not exceed 5% 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 Form of Contract shall not exceed 5% of the direct costs associated with any change order or request for equitable adjustment.

Any and all profit plus overhead permitted under the Form of Contract shall not exceed 5% 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. 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 shall cover all Work involved in accomplishing the change, <u>whether deleted</u>, <u>added</u> or <u>changed</u>.

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 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
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

1. INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold **Cook Inlet Housing Authority ("CIHA")** and their 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 the **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, **Indemnified Parties** 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 **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.

D. 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.

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: 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 **CIHA**.

1. Workers' Compensation - Statutory limits
2. Employers Liability - $1,000,000 Each Accident, $1,000,000 Disease - Each Employee; $1,000,000 Disease - Policy Limits

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 with minimum coverage limits of $1,000,000 combined single limit per occurrence. This policy must waive subrogation against **CIHA**.

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

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

a. Policy Form: An ISO-based occurrence form CGL policy (CG 00 01 or its equivalent) shall be used.
b. Named Insured: General Contractor and their respective employees, agents, subsidiaries and affiliates.

c. Aggregate: If the policy covers multiple locations, a per project aggregate limit is required and must be endorsed onto the policy, using ISO Endorsement CG 25 03, or its equivalent.
d. Deductible: $15,000 maximum per occurrence and must be stated on the ACORD Form.
e. Pollution: Pollution exclusion must specify that hostile fire or building heating equipment and products is not excluded.
f. Additional Interests Coverage: To be provided under ISO Endorsement CG 20 10, or its equivalent, for the Additional Insureds listed above. Coverage is to be extended to include completed operations per ISO Endorsement CG 20 37. Coverage is to apply on a primary noncontributory basis when coverage under other policies are available to the additional insureds, using CG 20 01, or its equivalent. If coverage is written on any other forms, copies must be attached.
g. Construction Related Activities: Coverage shall not limit liability arising from construction related activities.
h. 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 **CIHA**.

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

1. Policy Form: ISO Business Auto form CA 00 01, or its equivalent.
2. Named Insured: General Contractor and their respective employees, agents, subsidiaries, affiliates.
3. Coverage to apply on a primary and non-contributory basis when other insurance is available to the additional insureds.

D. Contractor's Pollution Liability Insurance – Contractor shall obtain and maintain throughout the life of the work, a broad form of Contractor's Pollution Liability Insurance Policy which covers losses caused by pollution conditions arising from the services and operations of the contractor and subcontractors involved in the work. At a minimum, the contractor's Pollution Liability Insurance Policy described here shall include policy limits of: 1. $1,000,000 per occurrence 2. $2,000,000 aggregate Coverage shall: Provide for liability resulting from the transportation of hazardous waste. Require contractor to submit a Certificate of Insurance documenting coverages, limits, terms and conditions outlined above. Coverage can be met by endorsement to the Commercial General Liability Insurance. The endorsement should provide for contractor's Pollution Liability coverage. A copy of the endorsement should be attached to the Certificate of Insurance for review. This policy must waive subrogation against **CIHA**.

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 $5,000,000 per occurrence and aggregate. Aggregates are to apply on a per project basis. If coverage is not following form, differences must be identified. Additional insureds: **CIHA**. 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 coverage's 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 **CIHA**. Certificates of insurance showing required coverage to be in force pursuant to this Section shall be filed with **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 **CIHA** 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

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 otherwise agreed in writing by **Contractor**, **CIHA**. *Certificates of Insurance must be provided for all additional insureds.*

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

Contract Amount	Required Umbrella/Excess Liability Limit
Under $1,000,000	$1,000,000
Over $1,000,000	$3,000,000

7. ADDITIONAL INSURED 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.

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

Owner:
Cook Inlet Housing Authority
3510 Spenard Road
Anchorage, Alaska 99503

8. ACORD CERTIFICATE OF INSURANCE FORM

1. Produce one certificate for ***each*** of the insured parties.
2. In the description, reference: **Cordova House Building Demo project, 5709 Cordova Street, Anchorage, Alaska, 99518**
3. Certificates MUST state exactly: **"The certificate holder is an additional insured with primary and non-contributory status on the general liability, automobile, pollution liability, and umbrella/excess liability policies. Waiver of Subrogation is provided in favor of the certificate holder under the general liability, automobile, pollution liability, and workers compensation policies."**
   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 #2 provided above.
   g. Attach the appropriate endorsements or policy documents.

2026 TRIBALLY DESIGNATED WAGES

Titles	Base Rate
Carpenter/Rehab Craftsman	**28.84**
Cement Mason (including cement finishing)	21.30
Drywall Hanger	10.00
Electrician	22.99
Elevator Workers-Mechanic	74.44
Fence Erector (including wood & chain link)	15.70
Glazier	17.50
Groundskeeper	**21.63**
Hod Carrier/Mason Tenders	14.24
HVAC Mechanic	52.08
Installer (batt & blown insulation)	16.00
Janitor/Custodian	**17.78**
Laborer	**21.63**
Lead Carpenter	**38.46**
Locksmith & Safe Repair	25.53
Maintenance Mechanic I	**28.84**
Maintenance Mechanic II	**31.25**
Maintenance Repairer	**24.03**
Painter	12.29
Pipefitter HVAC (piping only)	18.50
Plow Truck Driver	49.64
Truck Driver-Side Dumps	50.55
Plumber/Pipefitter	20.40
Power Equipment Operator-Backhoe	19.05
Power Equipment Operator-Excavtor	20.50
Roofer & Waterproofer	27.63
Roofer Material Handler (excluding shakes/shingles)	13.13
Sheet Metal (including HVAC Duct)	23.21
Soft Floor Layer	32.51
Urethaine Sprayer	19.00
Weatherization Technician	**26.44**

SUMMARY OF WORK
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

1. OVERVIEW

The Contractor shall provide all labor, materials, services, required permits and equipment for the completion of demolishing and disposing of all onsite structures, including above and below ground foundations and footings, fencing, standing debris around structure, any existing pavement and concrete, and all hazardous materials included in the BGES – HBMI report. Additionally, the Contractor shall comply with all administrative requirements of the contract, including the submission of a project schedule, safety plan, schedule of values, daily reports, submittals and other tasks required under the contract. Contractor shall be responsible for obtaining and paying for all local, federal, and any other permits required to complete the work and obtain formal close-out documentation. Anticipated start date: mid-August 2026. Anticipated completion date: October 31, 2026.

2. WORK COVERED BY CONTRACT DOCUMENTS

- Project Identification: Cordova House Building Demo
- Project Location: 5709 Cordova Street, Anchorage Alaska
- Owner: Cook Inlet Housing Authority
- Owner's Representative: Sam Theis, Director of Project Management
- Architect: N/A

3. USE OF PREMISES

The Contractor shall restrict all construction activities, equipment operations, and material staging to the areas identified as work limits on the Drawings and shall avoid disturbing any portions of the site outside these boundaries.

The Contractor shall maintain unobstructed access to all driveways, loading areas, and entrances, ensuring these remain continuously available to the Owner, the Owner's employees, the Owner's contractors and emergency vehicles. These areas shall not be used for material storage, parking, or equipment staging. All deliveries shall be coordinated and scheduled to minimize interference with site access and to reduce the time and space required for on-site storage.

4. SITE LIMITS AND WORK HOURS

The Contractor shall restrict all construction activities, material staging, and equipment movement to the designated work areas and shall avoid disturbing any portion of the site outside these limits. Standard working hours for onsite activities are 7:00 AM to 7:00 PM, weekly. Any utilities that require shutdown shall be coordinated in advance with the Owner's Representative.

PROJECT MANAGEMENT & COORDINATION
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

1. GENERAL
This section outlines administrative and coordination requirements necessary for orderly construction, including scheduling, submittals, RFIs, safety and meetings.

2. INFORMATIONAL SUBMITTALS
Subcontractor List: Provide a list of subcontractors and suppliers with contact information and related specification references.

Key Personnel: Submit a list of key project personnel within 15 days, including roles and contact details.

3. GENERAL COORDINATION
Coordinate work across all trades to ensure proper sequencing, installation, and system functionality. Coordinate administrative activities such as schedule updates, temporary facilities, submittals, meetings, closeout, and system startups.

4. REQUESTS FOR INFORMATION (RFIs)
Submit RFIs promptly when clarification is needed. Include project details, description of the issue, related specs/drawings, suggested resolution, and attachments. Maintain an RFI Log tracking submissions and responses.

5. SAFETY
Submit a Project Safety Plan before starting work, including emergency procedures, hazardous material management, responsibilities, and weekly safety meetings.

6. PROJECT MEETINGS
Preconstruction Conference: Conducted by Owner before work begins.

Progress Meetings: Held weekly to review schedule, submittals, deliveries, safety, RFIs, changes and payment documentation.

7. DAILY CONSTRUCTION REPORTS
Submit daily logs including subcontractors on site, workforce counts, equipment, weather, safety incidents, decisions, delays, orders, directives, utility activity, testing, and completions.

8. SCHEDULE OF VALUES
Must total the full Contract Price and align with the construction schedule. General Conditions ≤ 5% and Overhead & Profit ≤ 5%.

CONSTRUCTION PROGRESS SCHEDULES
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

1. **GENERAL**
   This section summarizes key requirements for documenting and managing construction progress.

2. **RESPONSIBILITIES AND PURPOSE**
   Contractor must create, maintain, and update a construction schedule using Microsoft Project or approved equivalent.

   Schedule is used for tracking progress, evaluating changes, managing payments, and establishing baseline performance.

3. **MINIMUM SCHEDULE REQUIREMENTS**
   - Notice to Proceed date and Contract completion deadline.
   - Each Contract pay item listed as an activity with duration, cost, and predecessor activity.
   - All Contract milestones identified.
   - Critical Path clearly shown.
   - Activities performed by Owner workforce included.

4. **WORK BREAKDOWN STRUCTURE (WBS)**
   Schedules must follow CIHA's WBS: Notice to Proceed, Baseline Schedule, Mobilization, Construction Activities, Inspections, Punch List/Cleanup, Demobilization, Warranty Period.

5. **SCHEDULE SUBMISSIONS**
   - Baseline schedule due within 10 days of Notice of Award; must be approved before mobilization.
   - CIHA reviews within 5 working days; Contractor must revise until accepted.
   - Monthly schedule updates required with all pay requests.

6. **BASELINE AND UPDATES**
   Monthly updates must show actual progress, changes in activities, added work, and adjustments to logic.

   CIHA may reject schedules that do not meet milestones or completion requirements.

REFERENCES
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

1. GENERAL

The Drawings, General Conditions, Supplementary Conditions, and all other Specification Sections apply to this Section. The Contractor shall comply with all applicable laws, codes, regulations and accessibility requirements, including the Architectural Barriers Act, Section 504 of the Rehabilitation Act, UFAS and the Fair Housing Accessibility Guidelines. All work must be performed in accordance with the Resource Conservation and Recovery Act (RCRA) for recoverable materials.

2. REFERENCE STANDARDS

When products or workmanship are specified by reference to an industry, trade, or federal standard, requirements of that standard must be met unless more stringent requirements appear in the Contract Documents. If multiple referenced standards conflict, the most restrictive requirement shall apply. When a standard contains permissive language, stricter interpretation shall be used. Contractor must verify all referenced standard requirements and report conflicts to CIHA before proceeding. Tolerances must allow proper fitting of related elements and shall not accumulate. Standards apply as of the date of the Contract Documents unless a different edition is identified.

3. DOCUMENTATION

Maintain required copies of referenced standards on-site when requested. Provide Certificates of Compliance or Manufacturer's Certificates when required. Do not remove certification labels from delivered products.

4. DEFINITIONS

Approved: Architect's acceptance limited to responsibilities outlined in the Contract.
Directed, Requested, Authorized, Required, Permitted: Actions instructed by the Architect.
Indicated, Shown, Noted, Specified: Requirements appearing in Drawings or Specifications.
Furnish: Supply and deliver to site.
Install: Place, assemble, anchor, protect and finish at the site.
Provide: Furnish and install complete.
Project Site: Areas available for construction activities as shown on Drawings.

5. INDUSTRY STANDARDS

Industry standards referenced in the specifications carry the same weight as if bound within the Contract Documents. Each contractor must be familiar with all standards applicable to their work. Copies of standards must be obtained from the issuing organization when needed.

6. ABBREVIATIONS AND ACRONYMS

Industry and code-related abbreviations refer to their recognized national or international organizations, such as ASTM, ACI, AISC, ICC, EPA, OSHA, HUD, and GSA. Additional acronyms may be inserted if used elsewhere in the Specifications.

CLOSEOUT PROCEDURES
CORDOVA HOUSE BUILDING DEMO
RFQ # 26T-DV-367

1. GENERAL

Closeout procedures apply to all contract requirements and related documents. Work includes administrative steps necessary for Substantial and Final Completion.

2. CLOSEOUT SUBMITTALS

- Final insurance certificates
- Sign-in sheets, meeting minutes and daily QC reports
- Executed acceptance documents, certificates, releases and lien waivers
- Required warranties
- O&M manuals, as-built drawings and maintenance materials
- Tools, spare parts and extra stock as specified

3. SUBSTANTIAL COMPLETION PROCEDURES

Before requesting inspection (minimum 10 days prior):

- Submit punch list
- Obtain Certificate(s) of Occupancy
- Provide project record documents, warranties, manuals, photos, surveys
- Deliver maintenance materials and submit lists
- Provide TAB reports
- Coordinate changeover procedures
- Complete start-up, testing, and training
- Final cleaning and removal of temporary facilities
- Request inspection for Certificate of Substantial Completion

4. FINAL COMPLETION PROCEDURES

Before final inspection:

- Submit final Application for Payment
- Provide certified punch list with all items complete
- Provide evidence of insurance
- Request final inspection (10 days prior)

5. PUNCH LIST REQUIREMENTS

Organize by area and building elements. Include project name, date, contractor, project manager, and page numbers. Submit as PDF or approved format.

6. TRAINING

Contractor provides required system training. Owner may provide tenant training.

7. **WARRANTIES, O&M MANUALS AND AS-BUILTS**
   Submit warranties, organize documents by discipline, provide binders with dividers, and supply electronic PDF copies. Provide full-size as-built drawings in hard copy and PDF.

8. **FINAL CLEANING**
   Contractor performs complete cleaning, including site cleanup, interior/exterior finishes, equipment, floors, glass, fixtures, HVAC components, filters, and lighting.

9. **REPAIR OF WORK**
   Repair, restore, or replace defective work prior to Substantial Completion, including damaged finishes, equipment, worn components, and mislabeled items.