



# **REQUEST FOR QUOTE # 17T-DV-304**

## **AVS 56 SPECIAL INSPECTIONS & TESTING**

MAY 2017

Prepared By:

Cook Inlet Housing Authority  
Procurement Department  
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**DIVISION 0 - BIDDING AND CONTRACTING REQUIREMENTS**

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**ATTACHMENTS:**

A.	AVSH – Bldg A (Tract 11) 11x17 Permit Documents, dated 3/27/17 .....	on disc
B.	AVSH – Bldg A (Tract 11) 22x34 Permit Documents, dated 3/27/17 .....	on disc
C.	AVSH – Bldg B (Tract 12) 11x17 Permit Documents, dated 3/27/17 .....	on disc
D.	AVSH – Bldg B (Tract 12) 22x34 Permit Documents, dated 3/27/17 .....	on disc
E.	Creekview Plaza (Tract 10) 11x17 Permit Documents, dated 5/10/17 .....	on disc
F.	Creekview Plaza (Tract 10) 22x34 Permit Documents, dated 5/10/17 .....	on disc
G.	MOA Regulation 21.90 .....	on disc
H.	MOA Special Inspection Program Requirements.....	on disc

**SPECIFIED DATES  
17T-DV-304**

Description	Date and Time	Location
1. RFQ packet available	May 16, 2017, 2:00 p.m.	CIHA Main Office
2. Last day for Questions	May 23, 2017, 2:00 p.m.	CIHA Main Office
3. Quote due date	March 30, 2017, 2:00 p.m.	CIHA Main Office

**CIHA Main Office is located at: 3510 Spenard Rd., Suite 100, Anchorage, AK 99503**

**REQUEST FOR QUOTE**  
**AVS 56 Special Inspections & Testing**  
**RFQ # 17T-DV-304**

Cook Inlet Housing Authority (CIHA) on behalf of AVS 56 Limited Partnership is seeking quotes from responsive and responsible firms for the AVS 56 Special Inspections & Testing, located near Creekside Center Dr. and Muldoon Road in Anchorage, Alaska.

Sealed Quote Submittal Package must be clearly marked: “**AVS 56 Special Inspections & Testing # 17T-DV-304**” to:

Chet King, Procurement Specialist  
Cook Inlet Housing Authority  
3510 Spenard Road, Suite 100  
Anchorage, Alaska 99503  
Phone (907) 793-3030  
Email [cking@cookinlethousing.org](mailto:cking@cookinlethousing.org)

**DEADLINES**

Questions: Any questions regarding this RFQ are to be submitted, in writing, to Chet King by email no later than **May 23, 2017, at 2:00 p.m. Alaska Time.**

Quote due date: Quotations, signed by an authorized representative, must be received at CIHA no later than **March 30, at 2:00 p.m. Alaska Time.**

**SCHEDULE**

Construction is anticipated to start at the end of June 2017. CIHA expects the project to be completed in August of 2018.

**SCOPE OF WORK**

Produce all labor, materials, equipment, and administration to conduct special inspections and testing in accordance with Chapter 17 of the International Building Code 2012 (as amended and adopted by the Municipality of Anchorage [MOA]); the special inspections and testing schedule within the AVSH Bldg. A (Tract 11), Bldg. B (Tract 12) Permit Documents, dated 3-27-17 and Creekside Plaza (Tract 10) Permit Documents, dated 5-10-17 and the Municipality of Anchorage's Special Inspections Program Requirements. **Firms are responsible to verify the Scope of Work assigned to this discipline.**

**REPORTS**

Special Inspections shall be completed daily and distributed to the General Contractor, MOA, Owner's Representative, and Engineer of Record. A copy of all special inspections reports, deficiencies and corrective actions shall be maintained at the jobsite by the General Contractor.

## **INDEMNITY AND INSURANCE REQUIREMENTS**

See Insurance and Indemnity Requirements Form (Section 007316) for detail 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, related payments may be suspended.

## **INVOICING**

Invoices are to include the Contract control number, date(s), requestor's name, location of service and a list of exact services performed in the specified month, within thirty (30) days from the end of the monthly billing period. Any material/equipment and labor charges per hour need to be itemized.

## **PAYMENT TERMS**

Terms are NET thirty (30) days. CIHA has implemented an Electronic Funds Transfer (EFT) payment process. The awarded Contractor will complete an ACH Registration Form to sign up for EFT payments.

## **CONTRACTOR RESPONSIBILITY AND QUALIFICATIONS**

A responsible and qualified Firm must:

1. Have adequate financial resources to perform the Contract, or ability to obtain them;
2. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
3. Have the necessary productions, construction, and technical equipment and facilities, or the ability to obtain them;
4. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's existing commercial and governmental business commitments;
5. Have a satisfactory performance record;
6. Have a satisfactory record of integrity and business ethics; and
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed Limited Denial of Participation.

*Acceptable evidence of responsibility and qualification:*

The Firm may be required to submit before Contract award a statement containing the following information:

1. List of completed construction projects of similar size and construction type in the last 5 years;
2. List of business references and contact information for organizations and owners for which the above projects were completed;
3. List of government projects completed in the last 5 years;
4. Copies of current State of Alaska, business, and professional licenses;
5. Firm résumé and proposed staff for the project; and
6. Offeror shall submit the basis and assumptions upon which the bidder has calculated its

bid, including types of inspections, quantities (or hours as applicable), and unit pricing (or hourly rate as applicable).

### **AWARD OF CONTRACT**

Award of a **Firm Fixed-Price** Contract will be made in accordance with CIHA's Procurement Policies and Procedures and will be based on the written quotes received from qualified, responsible and responsive Contractors. No quotes will be withdrawn for a period of thirty (30) days subsequent to the receipt of the quotes without the written consent of CIHA.

CIHA reserves the right to reject any or all quotes, or to select more than one Offeror if deemed necessary.

### **DISPUTES**

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

**Quote Submittal Form**  
**RFQ# 17T-DV-304**  
**AVS 56 Special Inspections & Testing**

- 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 Specifications, including the Request for Quotation (RFQ), Quote Submittal Form, General Conditions, Form Of Contract, project drawings, and the General Scope of the Work, hereby proposes to furnish all labor, material, equipment and services required to complete the project in accordance with all sections of this Request for Quotation.

Bidder to submit a firm, fixed price to complete the AVS 56 Special Inspections & Testing 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, schedule of values, 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 Firm Fixed-Price Quote**..... \$ \_\_\_\_\_

**(Written Amount:** \_\_\_\_\_ **)**

- 2) 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.
- 3) The Offeror has enclosed with this quote the following items:
- 1. Quote Submittal Form (Section 004113)
- 4) The Quote cannot be withdrawn for a period of thirty (30) days without the express permission of CIHA.
- 5) The Bidder acknowledges receipt of the following addenda:
- Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_
- Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_
- Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_
- 6) The Bidder further understands the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001.

Bid submitted by:

**NAME OF BIDDER**

**OFFICIAL ADDRESS**

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
C/S/Z

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone



**PROFESSIONAL SERVICES CONTRACT**  
**AVS 56 Special Inspections & Testing**  
**RFQ 17T-DV-304**

<b>OWNER Contact Information</b>	<b>CONTRACTOR Contact Information</b>
AVS 56 Limited Partnership ("Owner")	[Enter contractor name] ("Contractor")
3510 Spenard Road, Suite 100	[Enter contractor address]
Anchorage, Alaska 99503	[Enter City, State, ZIP]
Phone: (907) 793-3000 FAX: (907) 793-3077	Phone: <input type="text"/> FAX: <input type="text"/>
E-Mail:	E-Mail:
Fed ID No.	Fed ID/SSN No.
Contract No.	Contract No.
Contracting Officer:	Contractor Contact:
Carol Gore, President/CEO	
Name                      Title	Name                      Title

Both AVS 56 Limited Partnership (Owner) and \_\_\_\_\_ (Contractor) shall be collectively referred to herein as the "Parties." (RFQ #17T-DV-304 attached hereto and incorporated by reference):

**1. TERM OF CONTRACT**

The Contract term begins upon execution by the parties and continues until the Scope of Work has been completed by Contractor and accepted by AVS 56 Limited Partnership, unless sooner terminated pursuant to any provision of this Contract.

**2. SCOPE OF WORK**

Produce all labor, materials, equipment, and administration to conduct special inspections and testing in accordance with Chapter 17 of the International Building Code 2012 (as amended and adopted by the Municipality of Anchorage [MOA]); the special inspections and testing schedule within the AVSH Bldg. A and Bldg. B Permit Documents, dated 3-27-17, Creekview Plaza Permit Documents, dated 5-10-17 and the Municipality of Anchorage's Special Inspections Program Requirements.

The Owner shall not be responsible for paying any costs or charges related to special inspections or testing requested by the General Contractor or others that are outside of the special inspection firm's contractual scope of work with the Owner unless specifically requested by the Owner. Any reinspections that are required due to the General Contractor failing a special inspection shall be paid by the General Contractor.

Contractor agrees to provide certain services to Owner that include the following scope of services, in exchange for the compensation paid by Owner as described in section 5.1 (a) below. Such services are described as follows:

Contractor agrees to: (List out any additional conditions)

### 3. CONTRACTOR RELATIONSHIP

Contractor will act as a contractor under this Contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of **AVS 56 Limited Partnership or CIHA** due to this Contract and therefore, the Contractor is not entitled to any medical, dental, or other insurance benefits. The Contractor will provide the services and achieve the results specified by **AVS 56 Limited Partnership or CIHA** free from direction or control of **AVS 56 Limited Partnership or CIHA** as to means and methods of performance.

### 4. TERM AND TERMINATION, RIGHTS AND REMEDIES

- 4.1 **Termination without Cause** - This Contract may be terminated by mutual consent of both Parties, or by either party upon thirty (30) days' written notice. Because circumstances may arise requiring **Owner** to discontinue a program or project to which Contractor's activities relate, it is necessary for **Owner** to have the right to terminate this Contract with Contractor without cause. Therefore, Contractor agrees that **Owner** may at any time upon thirty (30) days' written notice terminate this Contract without cause and reimburse Contractor as described in Paragraph 4.3.
- 4.2 **Termination for Cause** - **Owner** by written notice of default to the Contractor may terminate the whole or any part of this Contract if the Contractor:
- a. Fails to provide services required by this Contract within the time specified or any extension agreed to by **Contractor**; or
  - b. Fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.
- 4.3 **Rights Upon Termination** - In the event of termination under this Contract, Contractor shall not have any claim for damages but has the following rights and responsibilities:
- a. Contractor will be responsible for the demobilization of the crews, equipment, and materials of Contractor, if necessary;
  - b. **Owner** will pay Contractor, on a pro rata basis for the portions of Work completed and materials delivered in accordance with the Contract prior to the notice, provided that, Contractor shall provide **Owner** with a detailed, written report of the Work performed thereunder to the date of termination; and
  - c. Any other reasonable costs incidental to the termination of the Contractor Contract, provided that **Owner** has authorized these costs before the Contractor incurs them.

### 5. COMPENSATION AND MANNER OF PAYMENT

#### 5.1 Fees for Work

- a. Contractor shall invoice **Owner** for Work performed and will be paid for Work rendered as described herein for firm, fixed price of \$\_\_\_\_\_
- b. Invoices for services performed will be submitted monthly to **Owner**. Payment of invoices is due and owing thirty (30) days from the receipt of the invoice. Contractor

shall keep an accurate record of all hours worked and shall include an accurate accounting of it on each monthly invoice. In addition, a written monthly report shall be attached, describing program activities for the month.

**6. REPRESENTATIONS AND WARRANTY**

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

6.2 **Warranty** - Contractor warrants to **Owner** that all Work will be of good and workmanship quality, free from faults and defects. Contractor shall correct promptly any Work of its own or its subcontractors found to be defective or not in compliance with the terms of this Contract.

7. **OWNERSHIP; PUBLICATION; REPRODUCTION; USE OF MATERIAL:** Except as otherwise provided herein, all data, documents and other copyrightable materials produced by Contractor under this Contract shall be the property of 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.

**8. NATIVE HIRE, NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

Because **CIHA** is a tribal organization, to the extent possible, Contractor agrees to give Native hire preference to qualified sub-contractors, if any. Contractor agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to **CIHA's** Code of Conduct, nondiscrimination, accessibility and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions and timely payment of all taxes and premiums owed, including but not limited to sales and use taxes, unemployment compensation, and workers' compensation premiums. Contractor shall have and keep current at all times during the term of this Contract all licenses and permits required by law.

**9. INDEMNITY**

See section 007316 - Indemnification.

**10. INSURANCE AND LIABILITY**

See section 007316 – Insurance

**11. CONFLICT OF INTEREST AND CONFIDENTIALITY**

11.1 **Confidentiality** - 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.

## 11.2 Conflict of Interest

- a. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and in the event of change in either his/her private interests or services under this Contract, he/she will inform **Procurement Manager** regarding possible conflict of interest, which may arise as a result of such change.
- b. Except as to the regular operation of Contractor business, during the term of this Contract, the Contractor, its employees and its agents who are privileged **to gain access to** confidential information, will not enter into any activity, employment, or business arrangement which conflicts or competes with the business interests of **CIHA**, its subsidiaries, parents or affiliates, or with Contractor obligations under this Contract. In addition to the foregoing, Contractor shall not, for any reason:
  - i. Use his/her status as a Contractor of **CIHA** to obtain for his/her personal use, any loans, goods, services, cash, employment, or other benefits from any person or entity on terms which would not otherwise be available to him/her;
  - ii. Make any statement or perform any act intended to advance the interests of any competitor of **CIHA** in any way that could materially and adversely affect **CIHA**; or
  - iii. Solicit any employee of **CIHA** to join him/her in the formation or operation of any business intended to compete with **CIHA** or solicit the possible future employment of such employee by any such business.

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

## 12. ENTIRE CONTRACT

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

## 13. NOTICES

Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by mail or facsimile (fax), properly addressed to each party to whom given, with postage and charges prepaid, to the individual named and at the address listed below. A notice shall be deemed given only when received by the party to whom such notice is directed, except that any notice given by registered or certified mail, or by facsimile, shall be deemed given to and received by the party to whom directed within twenty-four (24) hours after such notice is sent, or when actually received, whichever occurs first.

**14. ASSIGNMENT**

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

**15. FORCE MAJEURE**

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. ATTACHMENTS**

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

	<b>Attachments</b>	<b>General Non-NAHASDA</b>	<b>Federal Funding</b>
a.	Attachment A – RFQ #17T-DV-304	<input type="checkbox"/>	<input type="checkbox"/>
b.	Attachment B – Contractor’s Proposal dated	<input type="checkbox"/>	<input type="checkbox"/>
c.	Attachment C – CIHA Indemnity and Insurance requirements as stated in the RFQ	<input type="checkbox"/>	<input type="checkbox"/>
d.	Attachment D- Certificate of Insurance	<input type="checkbox"/>	<input type="checkbox"/>
e.	Attachment E – Current State of Alaska Business License	<input type="checkbox"/>	<input type="checkbox"/>
f.	Attachment F – Current State of Alaska Professional License	<input type="checkbox"/>	<input type="checkbox"/>
g.	Attachment G – IRS form W9	<input type="checkbox"/>	<input type="checkbox"/>
h.	Attachment H – Federal Debarred Report	<input type="checkbox"/>	<input type="checkbox"/>
i.	Attachment –	<input type="checkbox"/>	<input type="checkbox"/>
j.	Other	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

**CONTROLLING LAW**

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

**17. EFFECTIVE DATE OF CONTRACT**

This Contract is not effective until fully executed by both Parties.

**CONTRACTOR:**

**OWNER:**

\_\_\_\_\_  
[CONTRACTOR NAME IN CAPS]

\_\_\_\_\_  
AVS 56 Limited Partnership

[Enter Signer Name/Title]

Carol Gore, President/CEO

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

SAMPLE

## INDEMNITY AND INSURANCE REQUIREMENTS

### 1. INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold **AVS 56 Limited Partnership and Cook Inlet Housing Authority (CIHA)**, , its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "**Indemnified Parties**") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by **Indemnified Parties**.
- 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 CIHA's 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.
- 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, AVS 56 Limited Partnership and Cook Inlet Housing Authority 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 **AVS 56 Limited Partnership and Cook Inlet Housing Authority** as additional insured, except for Worker's Compensation and Professional Liability. 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 Cook Inlet Housing Authority 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 AVS 56 Limited Partnership and Cook Inlet Housing Authority.
  - 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 AVS 56 Limited Partnership and Cook Inlet Housing Authority.
  - 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)
- 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 AVS 56 Limited Partnership and Cook Inlet Housing Authority.



- D. Professional Liability Insurance - Covering all errors, omissions or negligent acts in the performance of services under this Contract. This policy must waive subrogation against CIHA, and AVS 56 Limited Partnership.
1. **Certificate Holder:** AVS 56 Limited Partnership
  2. **Limits** required per the following schedule:

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

#### **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, and equity investors . Certificates of insurance showing required coverage to be in force pursuant to this Section shall be filed with Cook Inlet Housing Authority prior to commencement of the Work. In the event Contractor fails to obtain or maintain insurance coverage required under the Contract, Cook Inlet Housing Authority may purchase such coverage as desired for CIHA's 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 shall require and verify all subcontractors maintain insurance coverage subject to all of the requirements stated herein.

**7. ADDITIONAL INSUREDS and CERTIFICATE HOLDERS**

Spelling and punctuation of additional insureds' names must be exactly as shown below:

<b>AVS 56 Limited Partnership</b> c/o Cook Inlet Housing Authority 3510 Spenard Road, Suite 100 Anchorage, Alaska 99503	<b>Cook Inlet Housing Authority</b> 3510 Spenard Road, Suite 100 Anchorage, Alaska 99503
--	--