



# REQUEST FOR QUOTATIONS

Procurement per 15 AAC 150.300-490


**Project Title:** ADA Ramp at 4319 Reka Drive  
**RFQ Number:** 26-RFQ-012  
**Project Site:** 4319 Reka Drive, Anchorage Alaska, 99508  
**Project Description:** The Alaska Housing Finance Corporation is seeking bids to modify the existing concrete stairs and porch entrance, adding a covered wood ADA ramp at 4319 Reka Dr. Anchorage, AK 99508.

**Procurement Officer:** Angel Valdez  
**Contact Info:** Phone: (907) 330-8142 Fax: (907) 330-8217 Email: [submittals@ahfc.us](mailto:submittals@ahfc.us)  
**Anticipated Period of Performance or Completion Date::** Project begins upon issuance of Notice to Proceed and to be completed on or before August 1, 2026.  
**Funding Source:**  Corporate  Federal  
**Type of Work:**  Services  Maintenance  Construction  
**Estimated Amount of Proposed Contract:**  
 Less than \$5,000  \$5,000 to \$25,000  \$25,000 to \$100,000  
 \$100,000 to \$200,000  \$200,000 to \$500,000  \$500,000 or greater

**Question Deadline and Submittal location:**  
 DATE: **June 5, 2026** PREVAILING TIME:**4:00 PM** EMAIL: [submittals@ahfc.us](mailto:submittals@ahfc.us)

**Submittal Location and Deadline**  
*(Offerors are responsible to assure mail or email delivery prior to deadline. Only proposals received prior to the following date and time will be opened. AHFC is not responsible for delays in mail, courier, or email delivery.)*

DATE: **June 11, 2026** PREVAILING TIME:**4:00 PM** EMAIL: [submittals@ahfc.us](mailto:submittals@ahfc.us)

DELIVER PROPOSALS VIA ONE OF THE FOLLOWING METHODS (and person, if named):  
**HAND DELIVER OR MAIL**  
 Alaska Housing Finance Corporation  
 4300 Boniface Parkway  
 Anchorage, Alaska 99504  
 Attention: Andrew Morton, Administrative Manager, Procurement   
**EMAIL:**  
[submittals@ahfc.us](mailto:submittals@ahfc.us)  
*Email submittals must be received in AHFC submittals inbox in accordance with the due date and prevailing time stated above.*

Minority and women-owned businesses are encouraged to submit proposals.

### Table of Contents

- Section 1. RFQ General Information & Notices
- Section 2. Proposal Form / Fee Proposal
- Section 3. Attachments *(If Box is checked below, attachments are included in this RFQ)*

- Summary of Work
- AHFC Standard Terms and Conditions for Construction
- AHFC Supplement to General Small Construction Contracts
- Photos and Ramp Drawing



**Section 1****Notices**

1. The Alaska Housing Finance Corporation is an equal opportunity employer.
2. For informal procurements under 15AAC 150.341(b) estimated to cost more than \$2,000 but not more than \$5,000, an interested party shall attempt to informally resolve a dispute with the Contract Compliance Officer.
3. For procurements under 15AAC 150.341(c) estimated to cost more than \$5,000 but not more than \$25,000, an interested party shall attempt to informally resolve a dispute with the Contract Compliance Officer. If the attempt is unsuccessful, the interested party may protest the solicitation or the award by filing a written protest with the Administrative Manager. The protest must be filed before the date and time the quotations or informal proposals are due to AHFC. The procedures and requirements set out in 15 AAC 150.220(b)-(h) apply to a protest under this subsection.
4. For procurements under 15 AAC 150.341(d) estimated to cost more than \$25,000, an interested party may protest the award by filing a written protest with the Contract Compliance Officer. The procedure and requires set out in 15 AAC 150.220(b)-(h) apply to a protest under this subsection.
5. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Corporation. The Corporation shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
6. The Corporation expressly reserves the right to accept or reject any or all quotes, waive minor informalities, negotiate changes and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors.
7. AHFC will not be subject to payment for costs incurred for proposal preparation or Contract preparation as a result of valid and legal termination of this RFQ or termination of any contract resulting from the award of the RFQ.
8. All proposals shall be open for public inspection after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Corporation.
9. Substitution for any personnel named in a proposal may result in termination of negotiations.
10. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
11. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations.
12. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in the Standard Terms and Conditions, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

## Section 1

13. **Professional Liability Insurance for the proposed contract:**  is required
14. **Pre-proposal Conference:**  None  As follows:
15. **Special Notices:**

15.1 An Alaska Business License is required of Contractors who do business in Alaska at time of award. Information regarding applying for an Alaska Business License can be found on-line at <http://commerce.alaska.gov/dnn/cbpl/Home.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

16. **Contractual Agreements:** Unless stated otherwise herein, the basic and governing language of the contractual agreement resulting from this solicitation shall be comprised of this RFQ, including all documents, any attachments and amendments, and the successful Firm's signed proposal. In the event of a conflict between the documents, the Contract shall govern.
17. **Construction:** Construction must conform to all applicable federal, state and local laws, ordinances and codes. Wages and salaries must be paid so as to conform to the minimum requirements as set out in Title 36 Wage Rates found at AHFC's website, under Links of Interest. <https://www.ahfc.us/about-us/notices/links-interest>
18. **Department of Labor Reporting Requirements:** Within 20 days after awarding a contract or grant covered by AS 36.10.180, The Corporation shall file with the department a notice containing:
- The name and address of the state agency or political subdivision awarding the contract or grant;
  - the name of the head of the state agency or political subdivision awarding the contract or grant;
  - the date of the contract or grant award;
  - the total amount of the contract or grant;
  - the location of the project; and
  - the name and address of each contractor and subcontractor performing work on the project.

The Corporation will report to the department any changes or additions regarding the notice required in this section which involve either:

- (1) A change in the identity of a contractor or subcontractor performing work on the project; or
- (2) a change in the total amount of the contract if the change exceeds \$10,000.

19. **Jurisdiction:** This Contract is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The Contractor shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, or this Agreement. Any actions brought as a result of this Agreement shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.



# PROPOSAL FORM / FEE PROPOSAL

26-RFQ-012

Receipt of Addenda numbered \_\_\_\_\_ is hereby acknowledged.

**OFFERORS TO NOTE THE FOLLOWING:**

1. For price comparison only, the award will be determined on the basis of the **Adjusted Quote Amount** to reflect the Alaska Bidder's Preference. Contract will be awarded to the lowest responsive and responsible Offeror will be made in the **Quote Amount**.
2. A current insurance certificate covering the insurance requirements listed in the "AHFC Standard Terms and Conditions for Construction" must be submitted before the Corporate will issue a Notice to Proceed.
3. By submitting a quote in response to this RFQ, Offeror agrees to all terms and conditions stated herein and as attached to this RFQ.

Item No.	Specifications	Quote Amount
1	ADA Ramp @ 4319 Reka Dr. Anchorage	

Less 5% Alaska Bidders Preference \$ \_\_\_\_\_

Adjusted Quote Amount (Quote amount minus 5% Alaska Bidders Preference) \$ \_\_\_\_\_

The undersigned submits, as true and correct, the following information:

1.  Offeror is in Compliance with Executive Order, 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
2.  Offeror is in Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 5).
3.  The Offeror does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed or services to be supplied under the proposed AHFC Contract, and the Offeror's organizational, financial, contractual, or other interests may:
  - a. Result in an unfair competitive advantage to the Offeror; or
  - b. Impair the Offeror's objectivity in performing the Contract work or providing the Contract services.

If the Offeror cannot respond affirmatively to 3a and 3b above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the AHFC Chief Procurement Officer.



- 4.  Offeror has paid all fees, taxes and other money due to the State of Alaska.
- 5.  Offeror holds the following license(s) or permit(s) as required by federal, state and/or local law, regulation or ordinance and has **attached a copy of each** of the current licenses:
  - a. Alaska Business License Number \_\_\_\_\_
  - b. Alaska General Contractors License Number \_\_\_\_\_
  - c. Date \_\_\_\_\_
  - d. Other \_\_\_\_\_ Number \_\_\_\_\_ Date \_\_\_\_\_
 (Example, Electrical, Plumbing and Heating, Pest Control, Specialty, Subcontractor, etc.)

**OFFEROR'S SIGNATURE:**

By signature on this document, the Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation shall remain effective for a period of not less than ninety (90) days from the date AHFC designates as the deadline for submitting quotes; plus any addenda or extensions to the RFQ, and for an additional contractual term, if the Offeror should enter into a contract with AHFC to perform work or provide services as described in this solicitation. The Offeror further acknowledges and agrees that its proposal and all other material submitted will become the property of AHFC.

**NOTE: FAILURE BY OFFEROR TO SIGN AND DATE THIS RFQ FORM WILL RESULT IN AHFC REJECTING THE OFFEROR'S QUOTATION AS NON-RESPONSIVE.**

**SUBMITTED BY:**

\_\_\_\_\_  
Printed Name of Offeror

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

**ACCEPTANCE BY AHFC**

On this day, \_\_\_\_\_ AHFC hereby accepts the Contractor's Quote set forth in this RFQ package and as outlined in the Contract documents.

ALASKA HOUSING FINANCE CORPORATION

Gregory Rochon  
Chief Procurement Officer

**4319 Reka Dr. ADA Ramp  
Anchorage, Ak 99508**

**DIVISION 1**

**ALASKA HOUSING FINANCE CORPORATION**

**SECTION 01010  
SUMMARY OF WORK**

## **PART 1 GENERAL**

### **1.1 GENERAL DESCRIPTION**

The location of the property is located at the 4319 Reka Road, Anchorage Alaska, 99508.

The project consists of modifying the existing concrete stairs and porch entrance and adding a covered wood ADA ramp.

The existing concrete porch shall have a wood deck installed over the surface to match the existing entry door height. The porch shall also be extended to the east to accommodate construction of the new ramp. The ramp shall span over the existing asphalt walkway leading toward the driveway and shall be constructed with a maximum slope of 1:12 and a minimum clear width of 36 inches. ADA access beyond the ramp to the street is not included as part of this project.

The existing top concrete step shall be raised and extended eastward to match the new landing elevation, allowing pedestrian access from the street around the new ramp. New railings shall be installed throughout the project area. The existing railing leading from the street shall be extended around the new step-up area to the patio wall. Refer to attached photos for clarification of existing conditions and intended layout.

The new ramp and extended porch area shall be covered with corrugated smoke polycarbonate roof panels, including all required closure strips, framing, and supports. Roofing shall cover the entire porch and ramp assembly and extend a minimum of 6 inches beyond each end. Gutters and drains shall be installed at each low side of the roof.

All wood materials shall be Hem-Fir above-ground pressure-treated lumber. Structural framing shall include a minimum of 2x6 joists and 2x8 rim joists.

All new construction shall be supported on concrete footings with 4x4 posts attached using Simpson ABU66Z post bases or approved equivalent. Joists shall be connected to rim joists using Simpson HUS/LUS joist hangers or approved equivalent.

Guard posts shall be installed using the Internal Guard Post Installation method with Simpson SDWS Timber screws of sufficient length to securely penetrate blocking.

Transitions between the existing concrete and the new ramp shall be smooth and wheelchair accessible. All appropriate fasteners and connectors shall be used in accordance with manufacturer specifications and applicable building codes.

All measurements provided are approximate and shall be field verified by the contractor prior to construction.

**SUMMARY OF WORK**

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- A. Contractor is responsible for all costs associated with the completion of this project, including but not limited to, permitting and inspections, labor, materials, demolition, disposal, complete construction, control of active work site(s), and all required documentation and reporting, to include requirements of the applicable Authority Having Jurisdiction.
- B. Tenants will require 48 hours' notice before beginning work.
- C. Work to completed by August 1, 2026.
- D. This building is occupied and foot traffic will need to be granted during length of the project. Building is to be left with a safe entrance and exit at the end of each work day.
- E. Alternative proposals will be accepted. Bidders wishing to submit an alternate proposal must submit sufficient documentation to allow AHFC review; AHFC retains sole discretion in acceptance of alternate proposals.
- F. It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the work deemed necessary to submit a fully loaded bid, and has satisfied himself/herself relative to the work to be performed. In addition to the general description, please see the following attachments to generate a scope of work and bid price.
- G. Additional work items or modification of the scope as required by the discovery of unforeseen circumstances will be addressed through the Request for Proposal / Bid / Change Order Process.

## **1.2 QUALITY ASSURANCE**

- A. Contractor must employ only qualified installers who are skilled and experienced in respective trades and specialties.
- B. Contractor shall obtain any required permits, comply with all local building codes, ordinances, rules, regulations, orders and other ADA and legal requirements of public authorities which bear on performance of the work.
- C. All work to be done in a workmanlike manner resulting in a complete, finished, and functional installation.
- D. Successful bidders shall make prior arrangements to visit and view site for all related work.
- E. To schedule a site visit contact Cliff Ambro @ (907) 330-8246 (Facilities Maintenance Coordinator)

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### 1.3 SCHEDULING AND SEQUENCING

- A. Unit Entry (NOT ANTICIPATED): If required, arranged by AHFC in continuous and contiguous manner to accommodate engineering and installation. Contractor shall notify the owner, in writing, five working days in advance of entering the site. No work shall be performed prior to tenant notification. Contractor shall provide a schedule of entry, updated weekly. The entry schedule shall include length of time Contractor shall be in each unit.
  
- B. Work in or near Units: Perform work during normal working hours (8:00 a.m. - 5:00 p.m., M - F, unless specifically approved otherwise by the Contract Administrator) until completed at least inconvenience to residents.
  - 1. Upon written request from the contractor, the Project Manager may approve work outside of normal working hours. Approval will be based on the proposed activities during non-normal working hours. Should non-normal working hours activities become disruptive to residents, staff, or building operations, the PM may issue notice to quit operations outside of normal hours.
  - 2. Work in Occupied Units: Complete work on same day in which it is commenced if possible. If not, work must be completed during consecutive days, unless otherwise approved by the Contract Administrator.
  - 3. Tenants will require 48 hours' notice before beginning work.
  - 4. Work to be completed by August 1, 2026

### PART 2 PRODUCTS –

- 1. Hem Fir Above Ground Pressure Treated Lumber
- 2. Corrugated Smoke Polycarbonate Plastic Roof Panels with roof closure/support strips.

### PART 3 EXECUTION

#### 3.1 EXAMINATION OF SITE

- A. Failure to Visit Site: Will not relieve Contractor from necessity of furnishing

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SECTION 01010  
SUMMARY OF WORK

materials or performing work that may be required to complete work in accordance with Drawings and Specifications without additional cost to AHFC.

- B. Contractor must contact AHFC staff at least 48 hours prior to the desired site visit date and time. Contractor not to walk property alone and must be accompanied by AHFC staff during site visit.
- C. Prior to beginning work or ordering materials, Contractor must verify existing site conditions are acceptable and will not negatively affect or hinder installation time. Notify Contract Administrator of conflicts in writing.

### 3.2 CONTRACTOR USE OF PREMISES

- A. Operations of Contractor: Limited to areas where work is indicated.
- B. Access: Restrict access to extent required allowing for ongoing activities at buildings and site.
- C. AHFC Occupancy: AHFC tenants will occupy portions of premises during entire construction period for conduct of their normal operations.
  - 1. Cooperate with AHFC in scheduling construction operations to minimize conflict and to facilitate AHFC tenant usage.
  - 2. Resident safety is of primary importance. Contractor to use barricades, temporary fencing, walks, shelters, enclosures, etc. as required to protect residents and their property.
- D. Emergency Exits: Maintain all required fire exits from existing buildings at all times; existing buildings are occupied during construction process.
  - 1. Exit Doors, Stairways, and Discharge Areas: Acceptable to local code authority.
- E. Construction Operations: Limited to areas where work is indicated.
  - 1. Take precautions to allow for continued operations including tenant and public access and other outside activities.
  - 2. Disruptive Operations: Noisy and disruptive operations (such as use of jackhammers and other noisy equipment) shall be minimized in close proximity to existing apartments and buildings.
    - a. Schedule and coordinate such operations with AHFC.

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SECTION 01010  
SUMMARY OF WORK

- b. Upon notification from AHFC, cease operations that are, in opinion of AHFC, disruptive to normal operations. Schedule such operations as described above.
  - 3. Power/Utility Outages: Coordinate and schedule any required electrical or other utility outages with AHFC. Outages shall be allowed only at previously agreed times. Schedule work to minimize the time for outages. Permanent power and utilities are to be restored at the end of each workday in occupied units. With prior Owner approval, the Contractor may provide temporary power and utilities until permanent services can be restored.
- F. Contractor's Performance of Work:
- 1. Conduct work efficiently at least inconvenience to residents in occupied dwelling units. Take precautions to protect residents and public from injury from construction operations.
  - 2. Keep premises free of debris and construction materials resulting from installation work on a daily basis. Minimize the production of dust. Dispose of debris in an off-site approved site.
  - 3. Contractor: Exclusively responsible for damage to grounds, plantings, buildings, and any other facilities or property. Pay for repair or replacement in full.
- G. Storage Space may be assigned to Contractor as a convenience.
- 1. Contractor: Use such spaces at own risk.
  - 2. AHFC: Not responsible for adequacy of space or spaces assigned, or safekeeping of material stored.

#### 4.0 PAYMENTS

- A. Payments will not be made in advance of project or work not in place.
  - 1. Progress payments may be made with approval from the Contract Administrator, along with a schedule of values provided prior to project start.
- B. Progress payments may be made with approval from the Contract Administrator, along with a schedule of values provided prior to project

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SUMMARY OF WORK**

- start.
- C. Progress payments may be made with approval from the Contract Administrator, along with a schedule of values provided prior to project start.

**END OF SECTION**

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## AHFC STANDARD TERMS AND CONDITIONS

- 1. INCORPORATION BY REFERENCE.** The Contractor's proposal and scope of work to be performed is incorporated into this agreement.
- 2. CONTRACTOR'S DUTIES.** Contractor shall diligently perform for AHFC all of its duties required by this agreement.
- 3. NO ADDITIONAL WORK OR MATERIALS.** No claim for additional work, materials or services that are not specifically provided in this agreement, that are performed or furnished by the Contractor, will be allowed unless AHFC has ordered the same in advance of the work or services being performed or the materials being provided.
- 4. INDEMNIFICATION.** Contractor shall indemnify, save harmless and defend AHFC and the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Contractor, its subcontractors, or anyone directly or indirectly employed by Contractor in the performance of this Agreement.

All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from Contractor's performance under this Agreement which are caused by the joint negligence of AHFC and the Contractor shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AHFC must be a direct result of active and intentional involvement by AHFC.

- 5. NO ASSIGNMENT OR DELEGATION.** Contractor may not assign or delegate this Agreement, or any part of it, or any right to any compensation or reimbursement paid under it, except with the express advance written consent of AHFC.
- 6. OWNERSHIP OF RECORDS.** All records related to work performed by Contractor for AHFC under this Agreement are public records and the property of AHFC.
- 7. INSURANCE.** Without limiting Contractor's indemnification, it is agreed that Contractor will purchase at its own expense and maintain in force at all times during the performance of services under this Contract, the following described policies of insurance.

Contractor should provide the required insurance certificates as described below to AHFC within ten (10) working days after request. AHFC will not sign a contract, issue a notice to proceed, or make any payment absent the required insurance certificates.

AHFC Risk Management reserves the right, but not the obligation, to review and revise any of the following insurance requirements, based on insurance market conditions which may affect the availability or affordability of coverage; or based on changes in the scope of work or specifications that apply to this Contract. In addition, AHFC Risk Management reserves the right, but not the obligation, to review and reject any insurance policies failing to either meet the necessary criteria or that have been provided by an insurer in poor financial condition or legal status.

The requirements contained herein, as well as AHFC Risk Management review or acceptance of insurance maintained Contractor is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance policies required to be maintained by Contractor will name AHFC as additional insured for all coverage except Workers' Compensation, Professional Liability/E&O insurance, and specialized construction policies if determined acceptable to AHFC Risk Management.

Contractor and its subcontractors agree to obtain a waiver, where applicable, of all subrogation rights against AHFC, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor and its subcontractors for AHFC. However, this waiver shall be inoperative if its effect is to invalidate in any way the insurance coverage of either party.

Where specific limits are shown, it is understood that they will be the minimum acceptable limits. If the Contractor's policy contains higher limits, AHFC will be entitled to coverage to the extent of such higher limits. The coverages and/or limits required are intended to protect the primary interests of AHFC, and the Contractor agrees that in no way will the required coverages and/or limits be relied upon as a reflection of the appropriate types and limits of coverage to protect Contractor against any loss exposure whether a result of this Contract or otherwise.

Failure to furnish satisfactory evidence of insurance or lapse of any required insurance policy is a material breach and grounds for termination of this Contract.

- A. Workers' Compensation Insurance:** Contractor will provide and maintain, for all employees of the Contractor engaged in work under the Contract, Workers' Compensation Insurance as required by AS 23.30.045. Contractor shall be responsible for ensuring that any subcontractor that directly or indirectly provides services under this Contract has Workers' Compensation Insurance for its employees. This coverage must include statutory coverage for all States in which employees are engaging in work and employer's liability protection for not less than \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Acts) must also be included.
- B. Commercial General Liability Insurance:** Contractor will provide and maintain Commercial General Liability Insurance with not less than \$1,000,000 per occurrence limit, and will include premises-operation, products/completed operation, broad form property damage, blanket contractual and personal injury coverage. Coverage shall not contain any endorsement(s) excluding or limiting contractual liability nor providing for cross liability.
- C. Automobile Liability Insurance:** Contractor will provide and maintain Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 per occurrence bodily injury and property damages. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for hired and non-owned liability which may be satisfied by endorsement to the CGL policy or by separate Business Auto Liability policy.
- D. Professional Liability Insurance:** *(if required by the RFQ, "Section 1, Notices, Item #13")* The Contractor will provide and maintain Professional Liability Insurance covering all errors, omissions or negligent acts of the Contractor, its subcontractors, or anyone directly or indirectly employed by them, made in the performance of this Contract which results in financial loss to the State. Limits required are \$1,000,000.

- E. Umbrella or Excess Liability:** Contractor may satisfy the minimum liability limits required above for CGL and Business Auto under an umbrella or excess liability policy. There is no minimum per occurrence limit under the umbrella or excess policy; however the annual aggregate limit shall not be less than the highest per occurrence limit stated above. Contractor agrees to endorse AHFC as an additional insured on the umbrella or excess policy unless the certificate of insurance states that the umbrella or excess policy provides coverage on a pure “true follow form” basis above the CGL and Business Auto policy.
- F. Certificates of Insurance:** Contractor agrees to provide AHFC with certificates of insurance evidencing that all coverages, limits and endorsements as described above are in full force and effect and will remain in full force and effect as required by this Contract. Certificates shall include a minimum thirty (30) day notice to AHFC of cancellation or non-renewal. The Certificate Holder address shall read:

Alaska Housing Finance Corporation  
Risk Management Department  
4300 Boniface Parkway  
Anchorage, Alaska 99504  
Fax (907) 330-8217  
risk@ahfc.us

- G. Information for Insurance Agents/Brokers:** Contractor is strongly encouraged to provide its insurance agent/broker with a copy of the insurance provisions of this Contract in order that the Contractor may timely obtain and maintain the required insurance and/or bonding.
- 8. DISPUTES.** Any dispute arising under this Agreement that is not disposed of by mutual agreement shall be decided in accordance with the appropriate AHFC regulations governing agreement disputes or controversies.
- 9. INDEPENDENT CONTRACTOR.** The Contractor and any agents, employees and officers of the Contractor act in an independent capacity and are not officers or employees or agents of AHFC in the performance of this Agreement.
- 10. GOVERNING LAW.** This Agreement is governed by the laws of the State of Alaska. Any actions brought as a result of this Agreement shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.
- 11. OFFICIALS NOT TO BENEFIT.** Contractor must comply with all applicable State or federal laws regulating ethical conduct of public officers and employees.
- 12. CAPTIONS, SEVERABILITY.** The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions of this Agreement. If any provision of this Agreement conflicts with applicable law, the conflict does not affect the other provisions of this Agreement which can be given effect without the conflicting provision. The provisions of this Agreement are declared to be severable.
- 13. EQUAL OPPORTUNITY EMPLOYMENT.** Contractor certifies that it complies with the applicable portions of 42 U.S.C. 1971, 1975 and 2000 of the Civil Rights Act of 1964 and the civil rights laws in the Alaska Statutes, AS 18.80 2 AAC 12.120 (a) (4). Contractor further certifies that subcontracting will be allocated to meet goals established to eliminate and prevent

discrimination.

- 14. THIRD PARTIES NOT BENEFITED.** It is specifically agreed by the parties that they do not intend by any provisions of any part of this Agreement to create in the public or any member hereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to initiate a suit for damages pursuant to this Agreement.
- 15. NON-WAIVER OF RIGHTS.** No waiver or default of any part of this Agreement by AHFC may operate as a waiver of any subsequent default of any part of this Agreement that is to be performed by the Contractor. Consent or notice by AHFC may not be construed as consent or notice in the future.
- 16. PERMITS.** The Contractor shall be solely responsible and financially responsible for obtaining all required permits, licenses, and/or approvals to comply with municipal, borough, state and federal authority to operate Contractor's own business. The Contractor, as part of its services, may assist AHFC with obtaining permits and/or approvals for project work performed under this Contract, however, the Contractor shall not be financially responsible for the costs of such project-related permits and/or approvals.

**SUPPLEMENT TO GENERAL CONTRACT CONDITIONS FOR SMALL CONSTRUCTION/DEVELOPMENT CONTRACTS  
ALASKA HOUSING FINANCE CORPORATION**

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**SUPPLEMENT TO GENERAL CONTRACT CONDITIONS FOR SMALL CONSTRUCTION/DEVELOPMENT CONTRACTS  
ALASKA HOUSING FINANCE CORPORATION**

In consideration of the mutual promises and covenants set forth and/or incorporated by reference herein, the Contractor and AHFC mutually agree as follows:

**ARTICLE 1. 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.

**ARTICLE 2. SCOPE OF WORK**

The scope of work (services) outlined under the terms of this Contract includes all necessary and required permits, labor, supervision, tools, equipment, materials and transportation (including travel expenses). All work required under this Contract shall be performed and completed as outlined in this Request for Quotations.

**ARTICLE 3. TAXES**

The Contractor shall pay all applicable federal, State and local taxes incurred by the Contractor in the performance of this Contract, and proof of payment of these taxes is a condition precedent to payment by AHFC under this Contract.

**ARTICLE 4. SUBSTANTIAL COMPLETION**

Substantial completion is the stage in the progress of the work when the work or a designated portion thereof is sufficiently complete in accordance with the Contract documents so that AHFC can occupy or utilize the work for its intended use.

When the Contractor considers the work, or a portion thereof which AHFC agrees to accept separately, is substantially complete, the Contractor shall request a substantial completion inspection. If it is necessary after the inspection, the Contractor will be given a comprehensive list of items to be completed or corrected. The Contractor shall proceed to promptly complete and correct the items on the list. Failure to include an item on the list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract documents. Within ten (10) days of issuance of the comprehensive list, the Architect/Engineer or the Contract Administrator will make an inspection to determine whether the work or designated portion thereof is substantially complete. The Architect/Engineer or the Contract Administrator shall give Contractor at least twenty-four (24) hours advance notice as to the date and time when the inspection will take place. If the inspection discloses any item, whether or not included in the comprehensive list, which is not in accordance with the requirements of the Contract documents, and which will prevent AHFC from occupying or utilizing the work for its intended use, the Contractor shall complete or correct such item upon notification from the Architect/Engineer or the Contract Administrator, before issuance of the certificate of substantial completion. The Contractor shall then submit a request for another inspection to determine substantial completion. The Contractor shall be responsible for the costs incurred by AHFC for any inspections which are required after the first two inspections of the work or any designated portion thereof. When the work or designated portion thereof is substantially complete, the Contract

Administrator will prepare a certificate of substantial completion which shall establish the date of substantial completion, shall establish the responsibilities of Contractor and of AHFC for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the certificate. In the absence of an agreement for some other deadline for final completion, Contractor shall achieve final completion within thirty (30) days after the Contract Administrator issues his/her certificate of substantial completion.

- A. If the Contractor does not meet the deadline for final completion, AHFC shall have the option to terminate the Contract, and complete the work itself, or to complete the work using another contractor, and to back charge the Contractor for all expenses incurred in attaining final completion. Warranties required by the Contract documents shall commence on the date of substantial completion of the work or designated portion thereof unless otherwise provided in the certificate of substantial completion.
- B. The certificate of substantial completion shall be submitted by AHFC to the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.
- C. The Contractor shall request the substantial completion inspection not less than thirty (30) days (unless otherwise indicated) prior to the date for final completion of the entire project as shown in the Contract documents as modified by approved change orders. AHFC may perform its first substantial completion inspection at any time thereafter, as if the Contractor had requested it.
- D. In no event shall final completion of the work be achieved later than the project completion date identified on page 1 of this RFQ, except to the extent that additional time has been granted to the Contractor in writing by AHFC.

#### **ARTICLE 5. COMPLETION OF WORK AND ACCEPTANCE**

The Contractor shall request, in writing, a final completion inspection. The written request must be received by the Contract Administrator ten (10) full working days prior to the date of the inspection. The request shall include certification that all work is complete, all required tests have been passed satisfactorily and all test reports have been delivered, all required submittals have been made and approved, and all as-built drawings are complete and ready for delivery to the Architect/Engineer on the day of the inspection. Drafts of all required O&M manuals shall be transmitted \_\_\_days [thirty (30) days unless otherwise noted] prior to final inspection date. It is the Contractor's sole responsibility to complete the work and schedule the inspection in such a manner as to allow adequate time to correct any and all punch list items that may be noted. Time extensions will not be granted to complete punch list items that are under the control of the Contractor.

Final completion is defined as the total completion of all of the work items and acceptance of such work by AHFC. The Contract Administrator will not declare final completion of the project until the Contractor delivers notification of final acceptance by the local building authority and a certificate of occupancy for the entire project. Final completion shall include the Contractor's completed demobilization from the job site and requirement for complete demobilization and cleanup.

#### **ARTICLE 6. 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 AHFC 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 AHFC, AHFC shall have the right, without declaring default, to offset from the Contract price an amount deemed appropriate by AHFC for curing such nonconforming or unsatisfactory work or punch list items. AHFC 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 AHFC under the Contract and law, and any decision by AHFC 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 AHFC requires the Contractor to work overtime, on weekends or on holidays in order to correct incomplete or nonconforming work, the Contractor must first notify AHFC in writing of the overtime schedule. If AHFC determines, in its sole discretion, that it is necessary to have AHFC staff present or on call during the Contractor's overtime, the Contractor shall reimburse AHFC for all of its costs for such supervision or on call status, including but not limited to labor costs for AHFC staff at time and a half the regular staff rate. Should the Contractor fail to reimburse AHFC by the next progress payment requested by the Contractor, AHFC may deduct such reimbursement from the Contractor's next progress payment. Insufficient funds remaining for offset will result in a claim against the Contractor.

#### **ARTICLE 7. PROFIT AND OVERHEAD ON CHANGE ORDERS AND EQUITABLE ADJUSTMENTS**

Any and all indirect costs permitted shall not exceed fifteen percent (15%) of the direct costs associated with any change order or request for equitable adjustment.

Any and all profit permitted shall not exceed ten percent (10%) of the costs associated with any change order or request for equitable adjustment.

#### **ARTICLE 8. COORDINATION WITH AHFC**

The term "Contracting Officer" shall mean the "Chief Procurement Officer" for AHFC. For purposes of this Contract, AHFC will identify staff which will serve as the "Contract Administrator". The Contractor shall consult with Contract Administrator to ensure that all work by Contractor under this Contract meets AHFC's requirements. Neither the Chief Procurement Officer or the Contract Administrator shall be personally liable to Contractor for any act or omission in the performance of his/her duties under this Contract. Should the Contract Administrator change at any time the Contractor will be notified in writing of the new Contract Administrator.

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 Contract Administrator. The Contractor agrees that it will only utilize a superintendent expressly approved by AHFC. 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 shall have authority to make binding and enforceable decisions in the name of the Contractor. This superintendent, or an assistant to the superintendent expressly approved of by AHFC, 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 Contract Administrator. All requirements, instructions and other communications given to the superintendent, or his/her assistant, by the Contract Administrator shall be as binding as if given directly to the Contractor.

#### **ARTICLE 9. SUCCESSION**

Each party to this Contract binds itself, its partners, successors, executors, administrators and assigns to the other party to this Contract, and to the partners, successors, executors, administrators and assigns of the other party in respect to all covenants in this Contract. Nothing in this Contract may be construed as creating any personal liability on the part of any officer or employee of AHFC, nor may anything in the Contract be construed as giving any rights or benefits to anyone other than the parties bound by this Contract.

#### **ARTICLE 10. MERGER AND EXTENT OF AGREEMENT**

The Contract is the agreement made between the Contractor and AHFC, which shall incorporate and include:

- A. Request for Quotations;
- B. AHFC Standard Terms and Conditions for Construction;
- C. AHFC Supplement to General Small Construction Contracts;
- D. Quote Form with all required attachments submitted by the successful bidder;
- E. Any and all addenda;
- F. Evidence of insurance required by the above listed documents;
- G. All appendices or attachments;
- H. Drawings and specifications; and
- I. All other documents required by the terms and conditions of Items (A) through (H) above and all modifications as defined in the General Terms and Conditions.

All components of the Contract are complementary, and what is in any one document shall be as binding as though indicated in all documents.

The Contract, as defined herein, represents the entire agreement between AHFC and the Contractor and supersedes all prior negotiations, representations or agreements. Except as expressly set forth elsewhere in this Contract, the parties to this Contract shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both parties. The Contractor shall have no contractual rights until the Contract has been fully executed by both parties and a Notice to Proceed has been issued.

#### **ARTICLE 11. TERMINATION FOR CONVENIENCE**

The performance of work under this Contract may be terminated by AHFC in accordance with this section in whole or in part, whenever, for any reason AHFC, through its Contracting Officer or Contract Administrator, shall determine that such termination is in the best interest of AHFC. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying termination is for the convenience of AHFC, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by the Contract Administrator, the Contractor shall:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- B. Place no further orders or subcontracts or provide no further services, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- D. With the approval or ratification of the Contract Administrator, to the extent they may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the Contract;
- E. Submit to the Contract Administrator a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contract Administrator;
- F. Transfer to the Contract Administrator the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to AHFC; and
- G. Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which AHFC has or may acquire any interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable cost under this clause.

When AHFC orders termination of work under this Contract effective on a certain date, all completed units of work within each pay item as of that date will be paid for at the Contract unit price, if any, subject to the express limitations applying to cost reimbursement as outlined below. Payment for partially completed work will be made either at agreed prices or by time and materials methods as described in this Contract, subject to the express limitations applying to cost reimbursement as outlined below.

After receipt of a Notice of Termination, the Contractor shall submit to the Contract Administrator, its claim for additional damages or costs not covered above or elsewhere in this Contract. The intent of negotiating this claim would be an equitable settlement figure to be reached with the Contractor. In no event, however, will the following costs or damages be deemed reimbursable, and the Contractor expressly waives any right or entitlement to claim for such costs or damages:

- A. Loss of anticipated profits, including any claim for damages flowing from such loss of anticipated profits;
- B. Any profit on the completed portions of the Contract, if AHFC reasonably determines that the Contractor would have incurred a loss had the entire Contract been completed;

- C. Any costs associated with bid preparations;
- D. Any costs associated with general and administrative expenses (G&A), or any other indirect cost, as defined in 48 CFR 31.203(10-1-96), as amended, not expressly identified herein;
- E. Any legal fees incurred in conjunction with the Contractor's performance on the Contract including, but not limited to, legal fees incurred in conjunction with the preparation of any claim, incurred prior to the effective date of the termination for convenience; and
- F. Any costs associated in any way with the Contractor's preparation of its termination for convenience settlement claim including, but not limited to, legal fees, expert fees, accounting fees, copying fees, or any other direct or indirect cost associated with the preparation of the settlement claim.

The Contractor's termination claim shall be submitted promptly, but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator upon request of the Contractor made in writing within the ninety (90) day period. Upon failure of the Contractor to submit its termination claim within the time allowed, the Contract Administrator may determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and will thereupon pay to the Contractor the amount so determined.

The Contractor and the Contract Administrator may agree upon whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

In the event of the failure of the Contractor and the Contract Administrator to agree in whole or in part, as provided herein, as to the amounts with respect to costs to be paid to the Contractor in connection with the termination of work, the Contract Administrator will determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and will pay the Contractor the amount determined as follows:

- A. All costs and expenses reimbursable in accordance with the Contract not previously paid to the Contractor for the performance of the work prior to the effective date of the Notice of Termination;
- B. So far as not included under Paragraph A. above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract. However, in no event shall the Contractor be entitled to legal fees or other costs associated with the pursuit or defense of any claims associated with work performed under such subcontracts.
- C. The reasonable costs of settlement with respect to the terminated portion of the Contract, to the extent that these costs have not been covered under the payment provisions of the Contract.

## **ARTICLE 12. TIME IS OF THE ESSENCE**

It is hereby understood and mutually agreed by and between the Contractor and AHFC, that the date

of beginning and the time for completion, for each phase to be performed under this Contract, are essential conditions of this Contract. It is further mutually understood and agreed that the Contractor shall vigorously prosecute the work to completion. The Contractor shall proceed only after Notice to Proceed has specifically been issued by AHFC. In no event shall AHFC be liable for costs or changes, including loss of anticipated profit, for those portions of the work for which a Notice to Proceed was not issued. It is expressly understood and agreed by and between the Contractor and AHFC that the time for completion of the work described herein is reasonable time for the completion of same, taking into consideration the climatic range and conditions prevailing in the project locality.

It is further agreed that time is of the essence for each and every portion of this Contract for the performance of any portion of the work whatsoever including any changes in the work; and that where under the Contract additional time is allowed for completion of any phase of the work, the new time limit fixed by such extension shall be of the essence of this Contract.

When the Contract completion time, including interim completion schedules or milestones, is specified as a fixed calendar date, it shall be the date on which all work on the project or included in the interim schedule or milestone shall be totally complete.

If the Contract term ends on a weekend or State holiday, AHFC shall have the sole discretion to extend the contract term, without executing a change order, to the end of the next business day.

#### **ARTICLE 13. WARRANTY**

The Contractor agrees that all materials and equipment incorporated into any work covered by the Contract shall conform to the Contract documents and will be new, unless otherwise specified, and will be of the most suitable grade of their respective kinds of their intended use and operations. Upon receipt by the Contractor, within the applicable warranty period, of written notices from AHFC of any defect or failure to conform to the Contract of any such equipment, materials or labor, the Contractor agrees to repair, replace or make good the item(s) supplied hereunder at no cost to AHFC, including any damage to the work which results from the defect, and/or failure to conform. Such repair or replacement shall take place at a time which is consistent with AHFC's operating schedule, and shall be completed no later than five (5) working days after written notice is given to the Contractor, unless good cause is shown why a longer time frame is needed. In the event immediate action reasonable appears to be necessary to avoid a threat to life or property, AHFC may undertake warranty work itself, and the Contractor shall be responsible for all costs incurred by AHFC for labor and materials for such warranty work. The warranty period will be one (1) year from the date of acceptance by AHFC.

#### **ARTICLE 14. CHANGES AND TIME EXTENSIONS**

- A. **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 Contract Administrator a proposal for accomplishing such change or extra work. The proposal shall set forth any increase or decrease in cost to AHFC 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 Contract Administrator 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 Contract Administrator. 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 to accomplish the change, whether deleted, added or changed.

- B. **Time Extensions:** When change orders or delays are experienced by the Contractor, and the Contractor requests an extension of time under one or more of the Contract clauses, the Contractor shall submit a written Time Impact Analysis (TIA) illustrating the influence of each change or delay on the Contract completion date or milestones, utilizing the current updated project schedule.

Each TIA shall include a fragnet demonstrating how the Contractor proposes to incorporate the change order or delay into the project schedule. A fragnet is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule to demonstrate the influence of delay and the method for incorporating delays and impacts into the schedule as they are encountered.

The following procedures shall be utilized when preparing a TIA:

1. Update the schedule at the time the change order or unexpected event occurs, without considering the change order or unexpected event, or the change order or unexpected event's impact on the schedule.
2. Study the scope of the change (alleged or directed) or the extent of the delay encountered. Review all Contract reference material. Prepare an accurate description of the changed condition or the delay encountered. Be aware of Contract notice requirements.
3. Identify all contracting parties who are affected by the change or delay and request any participation or documentation assistance that may be necessary.
4. Review the updated schedule to determine which activities the change order or unexpected event will affect and how. Determine the scheduled start and finish dates for all affected activities.
5. Consider whether the current schedule takes into account:
  - ◆ Any pending adjustments to Contract completion dates
  - ◆ Activity in-progress status
  - ◆ Notice to Proceed for any directed changes
  - ◆ Other alleged or actual delay occurrences
6. Prepare a fragnet illustrating the sequence of the change or delay and define its relationship to the current "adjusted" schedule. Identify notice of impact and demonstrate the effect of the alleged delay on the existing schedule and the remaining activities required to be performed. Avoid exaggerating the effects of the change or delay.
7. Insert the fragnet into the current "adjusted" schedule and recalculate the schedule with the change or unexpected event.

8. Compare the un-impacted update (the current “adjusted” schedule) with the impacted update to determine the affect the unexpected event had on the updated schedule. Determine if any alternatives exist for mitigating the impact of the change or unexpected event.
9. If more than one change or delay occurs during the same period, determine and document on a chronological basis the time impact caused by *each* change order or delay encountered.
10. Prepare a written report of the overall schedule analysis and quantify the net time impact (if any) associated with each change or delay.

#### ARTICLE 15. ADDITIONAL REQUIREMENTS

- A. **Systems Start-Up and Testing:** The Contractor will be responsible for the initial start-up and testing of all systems and equipment.
- B. **Notice of Differing Site Conditions:** The Contractor’s obligation to give “prompt notice” of a differing site condition shall mean that the Contractor shall give written notice of the differing site condition to AHFC by hand delivery or by facsimile (fax) transmittal within forty-eight (48) hours of discovery.
- C. **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.
- D. **Submitting As-Built Drawings and/or Operations and Maintenance Manuals:** The Contractor’s obligation to give “accurate information to be used in the preparation of permanent as-built drawings” shall mean that the Contractor shall provide all such accurate information to AHFC within five (5) days of the Contractor’s notice of final completion. AHFC will not consider any final pay request from the Contractor, nor will any other monies be due to the Contractor, until AHFC has received all such accurate information.

The Contractor will collect all written and executed warranties and deliver them to AHFC with the request for final inspection. Final operations and maintenance manuals will be delivered prior to the final completion date. AHFC will not consider any final pay request from the Contractor, nor will any other monies be due to the Contractor, until AHFC has received all such written warranties and operations and maintenance manuals. Any and all costs incurred by AHFC, in revising unacceptable O&M manuals will be offset from the Contractor’s final pay request.

- E. **Additional Remedies for Breach of Section 3 Requirements:** In addition to the remedies available for any breach by the Contractor of its obligations as set forth in Subsection F below, if AHFC determines the Contractor has breached any Section 3 requirement, AHFC may withhold progress payments pending compliance if deemed appropriate by AHFC, or cancel, terminate for default, or suspend the Contract in whole or in part.

**F. Additional Bases For Default:**

1. AHFC 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:
  - a. Failure of the Contractor to begin work within the time specified in the Contract or as otherwise specified by AHFC;
  - b. Failure of the Contractor to perform the work with sufficient labor, equipment, or material to insure the timely completion of the work in accordance with the Contract's requirements;
  - c. Unsatisfactory performance of the work;
  - d. Failure or refusal of the Contractor to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - e. Discontinuance of the work without approval by AHFC;
  - f. Failure of the Contractor to resume work, which has been discontinued, within a reasonable time after notice by AHFC to do so;
  - g. Insolvency or bankruptcy of the Contractor;
  - h. Any assignment of this Contract by the Contractor for the benefit of creditors;
  - i. Failure or refusal of the Contractor to, within ten (10) days of payment by AHFC, 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; or
  - j. Failure by the Contractor to protect, repair, or pay for any damages or injuries to persons or property.
  - k. Failure by Contractor to remove from the job site any personnel of the Contractor or its subcontractors whom the Contract Administrator determines to be incompetent, dishonest, careless, inexperienced in work he/she is responsible for performing, negligent or uncooperative.
2. AHFC 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.
3. Should AHFC declare default and terminate the Contract in whole or in part for any reason set forth in this article, AHFC 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 AHFC for all excess costs incurred by AHFC for obtaining such similar or identical work included within the terminated portion of the Contract. Such costs shall also include AHFC's additional administrative, procurement, and labor costs necessarily incurred.
4. If the Contract is terminated for default, AHFC 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 AHFC, 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 AHFC. AHFC may withhold from such payments

amounts deemed necessary by AHFC to offset against additional costs or loss reasonably anticipated to occur. The rights and remedies set forth in this article are in addition to any and all other rights and remedies available to AHFC under this Contract and law.

5. AHFC's failure to exercise any right or remedy provided under the Contract shall not constitute a waiver of AHFC'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 AHFC for one event may not be construed as consent or notice in the future.

#### **ARTICLE 16. SUBCONTRACTS AND ASSIGNMENTS**

- A. Any assignment consented to by AHFC shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee expressly agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. AHFC retains the sole and absolute right to withhold its consent for any requested assignment for any reason whatsoever. Any assignment entered into without AHFC's prior written consent shall be void.
- B. The Contractor shall not enter into any subcontract with any person or entity to perform all or any part of the work required under this Contract without first receiving the prior written consent of AHFC. AHFC retains the sole and absolute right to withhold its consent for approval of any proposed subcontractor for any reason deemed by AHFC to be in its best interest.

