



REQUEST FOR QUOTATIONS

Procurement per 15 AAC 150.300-490

Project Title: Boiler and DHW Replacement

RFQ Number: 27-RFQ-005

Project Site: 6710 Stella Place and 7630 Peck Ave. Anchorage, AK

Project Description: The Alaska Housing Finance Corporation is requesting bids for the removal and replacement of two existing boilers and associated water heaters at the sites listed above.

Procurement Officer: Angel Valdez

Contact Info: Phone: (907) 330-8142

Fax: (907) 330-8217

Email: submittals@ahfc.us

Anticipated Period of Performance or Completion Date: Project starts upon issuance of Notice to Proceed and must be completed on or before November 15, 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 \$250,000

☐ \$250,000 to \$500,000

☐ \$500,000 or greater

Question Deadline and Submittal location:

DATE: 10/8/2026

PREVAILING TIME: 4:00 PM

EMAIL: submittals@ahfc.us

Submittal Location and Deadline

(Offerors are responsible to assure delivery prior to deadline. Only proposals received prior to the following date and time will be opened.)

DATE: 10/15/2026

PREVAILING TIME: 4:00 PM

DELIVER PROPOSALS VIA ONE OF THE FOLLOWING METHODS (and person, if named):

HAND DELIVER OR MAIL

EMAIL:

Alaska Housing Finance Corporation

submittals@ahfc.us

4300 Boniface Parkway

Anchorage, Alaska 99504

Attention: Andrew Morton, Administrative Manager, Procurement

DS
AM

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

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☒ General Contract Conditions for Small Construction/Development Contracts (HUD 5370-EZ)

☒ AHFC Supplement to General Conditions for Small Construction/Development Contracts

☒ Wage Rate Determination



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.

15.2 This work is funded by the U.S. Department of Housing and Urban Development (HUD).

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 must be paid so as to conform to the minimum requirements of the federal Davis-Bacon Act (see attached wage rates). The Offeror (Contractor) must ensure that qualified employees and applicants for employment are not discriminated against because of their race, color, religion, sex, disability or national origin.

18. **Build America Buy America Act (BABA):** This procurement and its Contractors shall comply with the Federal Governments Build America Buy America (BABA) act. Information pertaining to BABA and compliance can be found at <https://www.commerce.gov/oam/build-america-buy-america> .

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

27-RFQ-005

Receipt of Addenda numbered _____ is hereby acknowledged.

OFFERORS TO NOTE THE FOLLOWING:

1. Contract award to the lowest responsive and responsible Offeror will be made in the amount of the **TOTAL QUOTE AMOUNT**.
2. **Price Quoted must be all inclusive.**
3. A current insurance certificate covering the insurance requirements listed in the Supplement to General Contract Conditions must be submitted before the Corporate will issue a Notice to Proceed.
4. AHFC reserves the right to reject any "or equal" product submitted. All "or equal" products must be approved by AHFC before award of the Contract.

Item No.	Article or Service	Quote Amount
1	6710 Stella Place Combi Boiler Replacement	\$ _____
2	7630 Peck Boiler and Water Heater Replacement	\$ _____
	Total Quote Amount	\$ _____

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. ☐ 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.)
6. ☐ Offeror has visited the project area and has familiarized himself/herself with the existing conditions on the project site affecting the cost of work.
7. ☐ Offeror has also familiarized himself/herself with the Contract documents, which include: Quote Form; General Contract Conditions for Small Construction/Development Contracts (HUD 5370-EZ); Supplement to General Terms and Conditions; Wage Rates; Summary of Work; all required attachments; and all addenda.
8. ☐ Offeror further agrees to furnish all supervision, technical personnel, labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities, items or services necessary or required, whether temporary or permanent, to comply and perform things necessary or required for the completion of the project for the amounts stated below.
9. ☐ Offeror further agrees that the offer may not be withdrawn for thirty (30) days after the date of the quote opening and that a Contract between the bidder and AHFC is formed upon AHFC's acceptance of this bid set forth herein.
10. ☐ Offeror agrees that AHFC may accept this quote by signing below or by sending to the Offeror a Notice to Proceed within thirty (30) days of the date quotes are received.

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

**Anchorage Scattered Sites (2) Boiler and DHW
Replacements
Anchorage, Ak.**

DIVISION 1

ALASKA HOUSING FINANCE CORPORATION

**SECTION 01010
SUMMARY OF WORK**

PART 1 GENERAL

1.1 GENERAL DESCRIPTION

Phase 1 - 6710 Stella Place Combi Boiler Replacement:

Contractor is to remove and dispose one Triangle Tube INS-199c wall-hung combination water heater, boiler and install one IBC CX-199 combination water heater, boiler or an approved equivalent.

- Required to include new flue exhaust connection and fresh air intake to boiler.
- Install new condensate neutralizer and pump.
- Isolation ball valves to be installed on boiler supply & return lines and domestic hot and cold-water lines.
- Thermometer is to be installed on the building hot supply line.
- Pop-off relief valve and drain valve to also be installed.
- All wiring (120v & 24v) will be done by contractor using standard electrical code compliance.

Phase 2 - 7630 Peck Boiler and Indirect Water Heater Replacement:

Contractor is to remove and dispose of one Weil-McLain Ultra 105 wall hung boiler and one Triangle Tube Smart 80 Indirect water heater. Contractor is to install one IBC VX-199 Boiler and one IBC DTI-65 Interstor Indirect Water Heater or an approved equivalent.

- AHFC requires 48 hour week-day window after demo to refurbish boiler room prior to install of new system.
- Due to space constraints and system lay-out for new boiler, existing supply & return piping may remain in place or be removed up to existing system manifold and install new type L copper pipe to boiler (To be determined by Bidder during Site Visit).
- New Circulating pumps are to be installed on the primary system loop, secondary system loop, and DHW supply to indirect water heater.
- All pumps to be installed using ISO flanges and isolation ball valves where appropriate.
- New backflow, pressure reducing valve and DHW mixing valve to be installed.
- System sized Spiro Vent is to be installed downstream of system supply pump.
- New expansion tanks to be installed with ball valve isolation.
- Dielectric unions are to be used on both boiler and water heating piping.
- Thermometer is to be installed on the mixed dhw supply line.
- Install new condensate neutralizer and pump.
- Indirect to be installed on appropriate sized water heater drain pan.
- Zone controller with dhw priority to be installed.

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- All exhaust and fresh air intake piping to be installed new in accordance with manufactures design. Exhaust and fresh air intake is permitted to connect to existing PVC if observed in satisfactory condition.
- All wiring (120V & 24V) will be done by Contractor using standard electrical code compliance.

1.2 QUALITY ASSURANCE

- A. All work to be done in a workmanlike manner resulting in a complete, finished, and functional installation.
- B. Contractor is required to furnish appropriate licensing for all local jurisdictions.
- C. Contractor is required to obtain proper permits pertaining to a complete and finished installation with final Anchorage Municipality inspection.

1.3 SCHEDULING AND SEQUENCING

- A. Unit Entry: If required, arranged by AHFC in continuous and contiguous manner to accommodate engineering and installation. Contractor shall notify the owner, in writing, 24 hours in advance of entering the site. No work shall be performed prior to tenant notification. Contractor shall provide a schedule of entry, updated daily. 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. Complete removal/demolition and installation as quickly as possible and follow approved sequence and schedule.
 2. Work in Occupied Units: Complete work on same day in which it is commenced if possible.

PART 2 EXECUTION

2.1 EXAMINATION OF SITE

- A. Please contact Nathan Bodewitz at 907-330-6198
nbodewitz@ahfc.us to schedule a site visit.

- B. Failure to Visit Site: Will not relieve Contractor from necessity of furnishing materials or performing work that may be required to

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complete work in accordance with Drawings and Specifications without additional cost to AHFC.

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 installation 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.
 - b. Upon notification from AHFC, cease operations that are, in opinion of AHFC, disruptive to normal operations. Schedule such operations as described above.

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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. Moving of Furniture and other Miscellaneous Work (if required):

1. AHFC will request that tenants do following:
 - a. Remove drapes, curtains, and any other encumbrances within work area; remove rugs from floors; and remove furniture away from work areas.
 - b. Pack items, i.e., books, toys, object art, fish bowls, etc.
2. Contractor: Move furniture and appliances in occupied dwelling units at least inconvenience to residents and without damage to furniture or finished floor. Replace all items when work is complete. Be responsible for unauthorized removal of or damaged furniture and appliances in units.

H. Storage Space may be assigned to Contractor as a convenience.

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1. Contractor: Use such spaces at own risk.
2. AHFC: Not responsible for adequacy of space or spaces assigned, or safekeeping of material stored.

END OF SECTION

PHASE 1 – 6710 Stella Place _Image 1 of 4



PHASE 1 – 6710 Stella Place _Image 2 of 4

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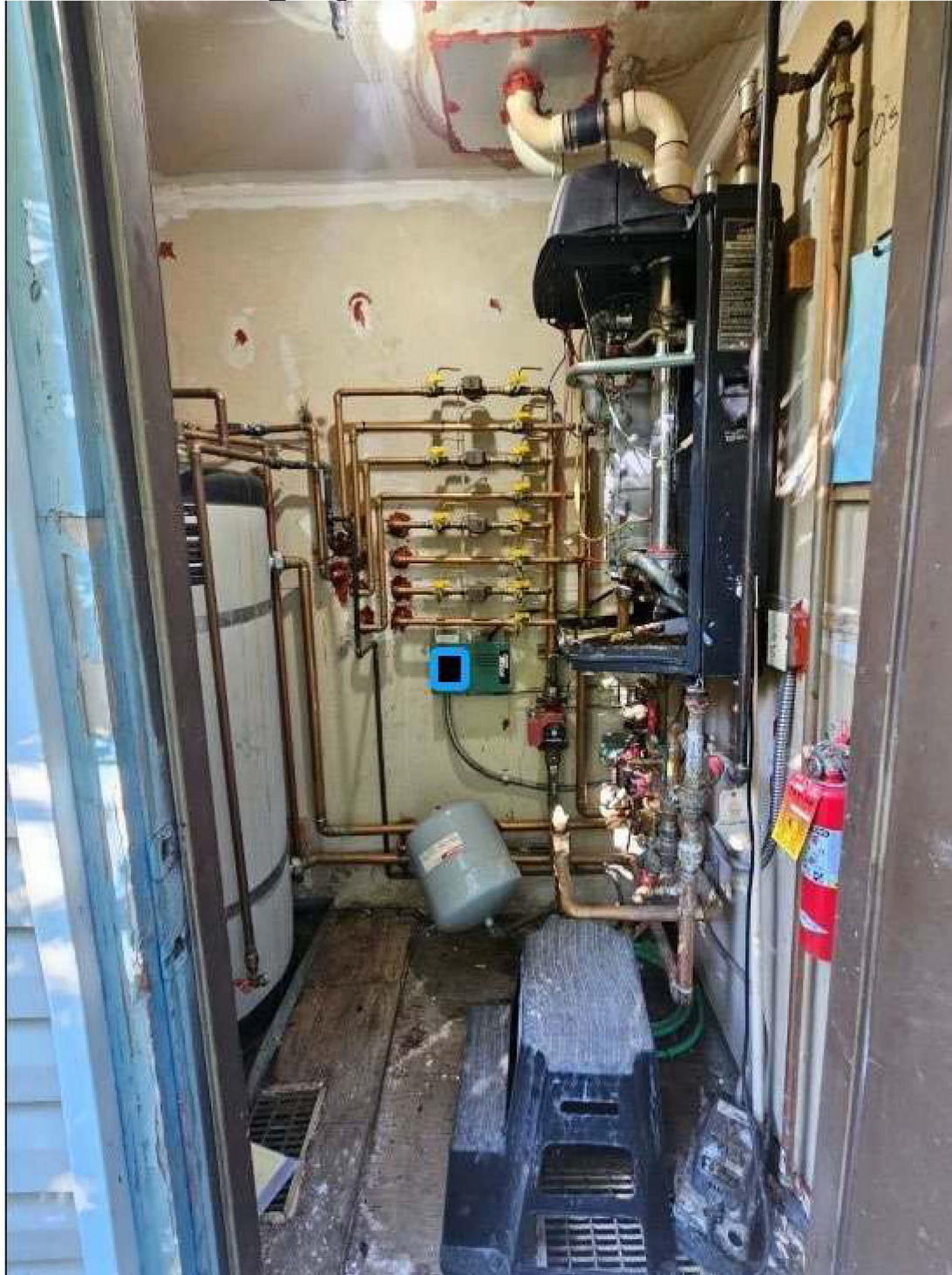
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General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

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

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

4. Default

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

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

5. Termination for Convenience

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

6. Insurance

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

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

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence.

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

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

7. Contract Modifications

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

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

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

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

8. Changes

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

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

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

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

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

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

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

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

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

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

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

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

(f) The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

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

14. Labor Standards - Davis-Bacon and Related

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

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

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

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

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

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

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

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

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

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

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

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

(B) A contracting agency for its procurement costs;

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

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

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

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (3) Records and certified payrolls—(i)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) A contracting agency for its procurement costs;

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

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

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

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the

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

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

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

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

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

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

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

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

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

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

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

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.

The Architect/Engineer will visit the site, prior to the scheduled inspection, to assure that the work is ready for final inspection. If the Architect/Engineer finds that the project is ready for final inspection, they will notify the Contract Administrator who will confirm the inspection date with the Contractor. If during this preliminary inspection the Architect/Engineer finds that the state of the work does warrant final inspection, the Architect/Engineer will issue a statement to the Contract Administrator declaring that the project does not warrant a final inspection. A list of deficiencies will be prepared to support the finding. The Contract Administrator will notify the Contractor that the project is not ready for final inspection and transmit a copy of the Architect/Engineer's report and findings. The Contractor shall address all of the concerns and then re-request a final inspection in writing a minimum of ten (10) working days prior to the date of the inspection. If more than one final completion inspection by the

Architect/Engineer is necessary, all costs for time, travel and third party costs, incurred by the Architect/Engineer, for any and all reinspection(s) necessary to declare the project ready for final inspection shall be credited to AHFC 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.

Once the Architect/Engineer has determined that the project is ready for final inspection, the Architect/Engineer and Contract Administrator will conduct the final completion inspection on the date requested by the Contractor. If necessary, a punch list of deficiencies and a list of seasonal work will be prepared by the Architect/Engineer and the Contract Administrator and delivered to the Contractor. Seasonal work is defined as work that cannot be reasonably completed due to weather conditions. Seasonal work does not include work that the Contractor scheduled inadequately or performed unsatisfactorily. The Contractor shall correct all punch list items and make appropriate arrangements to complete seasonal work. The Contractor shall then request a re-inspection as outlined above. The Architect/Engineer and Contract Administrator shall re-inspect the site to ensure that all punch list items have been corrected. If subsequent inspections, to this last inspection, are necessary, all costs (including but not limited to costs for time, travel, and third party costs) incurred by the Architect/Engineer and the Contract Administrator, for any and all re-inspections necessary to declare the project finally complete shall be credited to AHFC. These extra charges do not apply to seasonal work inspections.

The Contract Administrator, with the Architect/Engineer's concurrence, declares the project finally complete. 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. INDEMNIFICATION

The 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 personal injuries or property 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 Contract.

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 Contract 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 involvement by AHFC.

OPTIONAL INDEMNIFICATION PROVISION: THE CONTRACTOR MAY SELECT EITHER THE VERBIAGE ABOVE OR THE FOLLOWING PROVISION.

The Contractor shall indemnify, save harmless and defend AHFC and the State, its officers, agents, and employees from and against any claim of, or liability for bodily injury, death, or third party property damage to the extent caused by the error, omission or negligent act of the Contractor under this Contract. The Contractor shall not be required to indemnify AHFC for a claim of, or liability for, the independent negligence of AHFC.

If there is a claim of, or liability for, the joint error, omission or negligence of the Contractor and the independent negligence of AHFC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

"Contractor" and "AHFC", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in AHFC's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

ARTICLE 9. 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 10. SEVERABILITY

If any provision of this Contract is held to be invalid and unenforceable, the remaining provisions are valid and binding upon the parties. One or more waivers by either party of any provision, terms, conditions or covenant shall not be construed as a waiver by either party of their right to enforce such provision, term, condition or covenant in the event of any subsequent breach of the same provision, term, condition or covenant by the other party.

ARTICLE 11. 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 12. 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. Quote Form with all required attachments submitted by the successful bidder;
- C. Any and all addenda;
- D. Evidence of insurance required by the above listed documents;
- E. All appendices or attachments;
- F. Drawings and specifications; and
- G. 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 13. DISPUTES

- A. **Contractor's Claims Procedures.** If the Contractor becomes aware of any act, occurrence or omission which may form the basis of a claim by the Contractor for additional compensation or an extension in time for performance; or takes exception to any instruction or directive from the Contract Administrator or Contracting Officer given by drawing, correspondence, change order, or otherwise, which materially affects the Contractor's costs or time of performance of the work; or if the Contractor disagrees with the adjustment in Contract price or Contract time for any change order, the Contractor shall submit a written notice of claim to the Contracting Officer with a copy to the Contract Administrator identifying the general nature and basis of the claim no later than seven (7) calendar days after the occurrence of such act or the receipt of such directive or change order and in any event before proceeding to incur any cost related to such claim. The notice of claim will be acknowledged in writing by the Contracting Officer within seven (7) calendar days of receipt. The Contractor shall have no right to additional compensation or additional time for any claim for which timely written notice of claim as required here in has not been made.

Except for disputes arising under the clauses entitled "Labor Standards and Labor Standards-Nonroutine Maintenance", herein, all disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

The Contractor shall submit in writing to the Contracting Officer the details and supporting documentation of the claim within fourteen (14) calendar days of receipt of the Contracting Officer's acknowledgment of the notice of claim, unless the Contractor requests in writing within the fourteen (14) calendar days an extension of time for good cause shown. Good cause shown shall include time for the Contractor to prepare its claim. Upon receipt of a request for an extension of time the Contracting Officer may grant an extension of time for submittal of details and supporting documentation of not more than twenty-one (21) calendar days. Failure by the Contractor to furnish the details and supporting documentation or a request for an extension of time within the initial fourteen (14) calendar day period shall constitute a waiver of the claim.

In presenting the claim and supporting documentation, the Contractor shall specifically include, to the extent then possible, the following:

1. A narrative which includes:
 - a. A brief summary of the claim and the facts pertinent to the claim; and

- b. The application of the provisions of the Contract to the claim under the basis it is made; and
 - c. Description of the relative responsibilities of each party giving rise to the claim; and
 - d. A description of the connection between the relative responsibilities of the parties resulting in damage under the claim.
- 2. Supporting documentation to the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information.
- 3. Quantitative analysis and presentation of requested additional compensation and/or the additional time including:
 - a. A summary of additional compensation and/or additional time requested; and
 - b. Calculations, subcalculation, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

The Contractor must show that it suffered damages and/or delays; that those conditions were actually a result of the acts, event or condition complained of; and that the Contract provides entitlement to relief to the Contractor for such acts, events, or conditions. No subcontractor claim will be considered or allowed unless the Contractor is injured, agrees the claim is valid, and has paid the subcontractor for the matters in dispute. The Contracting Officer reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the claim. The Contractor agrees to provide AHFC such additional information within thirty (30) calendar days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim.

Any claim submitted to the Contracting Officer MUST contain a certification from the Contractor stating that:

- 1. The claim is made in good faith;
- 2. The Contractor's supporting data is accurate and complete; and
- 3. The amount requested as a result of the controversy accurately reflects the amount for which the Contractor believes AHFC is liable.

Following submission of all required information to the Contracting Officer, a written decision will be issued. This written decision will be issued by the Contracting Officer no more than ninety (90) days after receipt of all information deemed necessary from the Contractor, the Contract Administrator, and other sources as determined appropriate by the Contracting Officer. The Contractor will be served a copy of the Contracting Officer's written decision. Before issuing the decision, the Contracting Officer will review the facts relating to the controversy and obtain necessary assistance from legal, fiscal, and other essential advisors. The decision will include:

- 1. A description of the controversy;
- 2. Reference to the pertinent Contract provisions; and
- 3. A statement of the reasons supporting the decision.

B. AHFC'S Claims Procedures: If the Contract Administrator becomes aware of any act,

occurrence or omission which may form the basis of a claim by AHFC that the Contractor has failed to comply with any requirement existing under this Contract, the Contract Administrator may submit a written notice to the Contractor identifying the general nature and basis of the claim at any time before final payment is made by AHFC.

This claims procedure does not in any way limit any other remedies available to AHFC under any other provision of this Contract or the law, including but not limited to enforcement of warranties.

If AHFC's claim is not disposed of by meetings between the Contractor and the Contract Administrator which results in Contract within thirty (30) calendar days, provided additional time is not noticed in writing by the Contract Administrator, a formal written decision on the disposition of AHFC's claim shall be issued by the Contract Administrator. The Contract Administrator's decision is final and conclusive unless, within fourteen (14) calendar days of service of the Contract Administrator's decision, the Contractor delivers a written notice of claim to the Contracting Officer.

In presenting the Contractor claim, disputing the Contract Administrator's decision, to the Contracting Officer, the Contractor shall specifically include, to the extent then possible, the following:

1. A narrative which includes:
 - a. A brief summary of the claim and the facts pertinent to the claim; and
 - b. The application of the provisions of the Contract to the claim under the basis it is made; and
 - c. Description of the relative responsibilities of each party giving rise to the claim; and
 - d. A description of the connection between the relative responsibilities of the parties resulting in damage under the claim.
2. Supporting documentation to the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information.
3. Quantitative analysis and presentation of requested additional compensation and/or the additional time including:
 - a. A summary of additional compensation and/or additional time requested; and
 - b. Calculations, subcalculation, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

The Contracting Officer reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the claim. The Contractor agrees to provide AHFC such additional information within thirty (30) days of the request. Failure to furnish such additional information may be regarded as a waiver of the claim.

Any claim submitted to the Contracting Officer MUST contain a certification from the Contractor stating that:

1. The claim is made in good faith;
2. The Contractor's supporting data is accurate and complete; and
3. The amount requested as a result of the controversy accurately reflects the amount for which the Contractor believes AHFC is liable.

Following submission of all required information to the Contracting Officer, a written decision will be issued. This written decision will be issued by the Contracting Officer no more than ninety (90) days after AHFC's receipt of all information deemed necessary from the Contractor, Contract Administrator, and other sources as determined appropriate by the Contracting Officer. The Contractor will be served a copy of the Contracting Officer's written decision. Before issuing the decision, the Contracting Officer will review the facts relating to the controversy and obtain necessary assistance from legal, fiscal, and other essential advisors. The decision will include:

1. A description of the controversy;
2. Reference to the pertinent Contract provisions; and
3. A statement of the reasons supporting the decision.

- C. **Work Continuation and Payment.** Unless otherwise agreed in writing, the Contractor shall carry on the work and maintain the schedule of work pending the resolution of any dispute.

The Contractor shall have the right to dispute the Contract Administrator's decisions described in this section under the dispute provisions of this Contract, except if the Contractor has failed to submit its claim within the time provided, or has failed to request and receive an extension of such time from AHFC, they shall have no such right to review.

In arriving at the amount due the Contractor under this section, there shall be deducted:

1. All previous payments made to the Contractor for the performance of work under the Contract prior to termination;
2. Any claim or set off which AHFC may have against the Contractor;
3. Any claim by the Contractor for work performed negligently, or in any manner inconsistent with the Contract requirements, which was not accepted by AHFC;
4. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this section and not otherwise recovered by or credited to AHFC; and
5. All partial payments made to the Contractor under the provisions of this section.

AHFC will, from time to time under such terms and conditions as it may prescribe, make partial payments on account against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contract Administrator the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder, otherwise the Contractor shall not be entitled to receive further payments until final settlement is reached.

Where the work has been terminated by AHFC, this termination shall not affect or terminate any of the rights of AHFC against the Contractor or its surety then existing or which may thereafter accrue because of such termination. Any retention or payment of monies by AHFC due to the Contractor under the terms of the Contract shall not release the Contractor or its surety from liability.

Unless otherwise provided for in the specifications or the Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three (3) years after final settlement under this Contract, shall preserve and make available to AHFC at all reasonable times at the office of the Contractor, all its books, records, documents, and other evidence bearing on the cost and expenses of the Contractor under this Contract and relating to the work terminated hereunder.

ARTICLE 14. 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 15. 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 16. 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 17. 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 outlined in the General Terms and Conditions at Paragraph 8 (HUD Form 5370-EZ). 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 18. 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 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 to be used in the preparation of permanent as-built drawings.

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, or the A/E, 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 Requirements Pertaining to Insurance:** The Contractor agrees that for all insurance policies required to be maintained by the Contractor, the Contractor will name AHFC as additional insured for Commercial General Liability Insurance and Automobile Liability Insurance. The Contractor agrees 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, or anyone directly or indirectly employed by them.
- G. **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.

5. 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.
6. 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 19. 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.

ARTICLE 20. JURISDICTION AND VENUE

This Contract is governed by the laws of the State of Alaska. Any judicial action between the Contractor and AHFC arising out of this Contract shall be under the jurisdiction of and heard by the District or Superior Court, Third Judicial District at Anchorage, State of Alaska. Disputes will be governed by any applicable provisions of AHFC regulations, and the Disputes section, Article 13, of this Supplement to the General Terms and Conditions of this Contract.

"General Decision Number: AK20260004 05/18/2026

State: Alaska

Construction Types: Residential

Counties: Alaska Counties of Anchorage

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUAK1999-007 05/14/1998

	Rates	Fringes
SHEET METAL WORKER (INCLUDING HVAC DUCT).....	\$ 23.21	0.00
ROOFER (EXCLUDING SHAKES/SHINGLES).....	\$ 13.13	0.00
POWER EQUIPMENT OPERATORS: (EXCAVATOR).....	\$ 20.50	0.00
POWER EQUIPMENT OPERATORS: (BACKHOE).....	\$ 19.05	0.00
PLUMBER/PIPEFITTER.....	\$ 20.40	0.87
PIPEFITTER (HVAC PIPING ONLY).....	\$ 18.50	0.00
PAINTER.....	\$ 12.29	0.00
LABORER GENERAL (EXCLUDING FENCE ERECTING AND BATT AND BLOWN INSULATION).....	\$ 10.84	0.00
LABORER (URETHAINE SPRAYER).....	\$ 19.00	0.00
LABORER (HOD CARRIER/MASON TENDERS).....	\$ 14.24	0.00
LABORER (EXCAVATION).....	\$ 9.00	0.00
INSTALLER (BATT & BLOWN INSULATION).....	\$ 16.00	0.00
GLAZIER.....	\$ 17.50	0.00
FENCE ERECTOR (INCLUDING WOOD AND CHAIN LINK).....	\$ 15.70	0.00
ELECTRICIAN.....	\$ 22.99	0.00
DRYWALL HANGER.....	\$ 10.00	0.00
CEMENT MASON/CONCRETE FINISHER (INCLUDING CEMENT FINISHING).....	\$ 21.30	0.00
CARPENTER (EXCLUDING DRYWALL HANGING AND BATT AND BLOWN INSULATION).....	\$ 15.85	0.00

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ♦SU♦, ♦UAVG♦, ♦SA♦, or ♦SC♦ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

The ♦SA♦ identifier indicates that the classifications and

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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