

Request for Proposals

(RFP 2019-30-03)

Wrangell Heat Pumps

Tlingit Haida Regional Housing Authority (THRHA) is requesting proposals from qualified contractors to do heat pump installations in 13 homes in Wrangell, AK.

Submit Proposals to:

Tlingit and Haida Regional Housing Authority Attn: Lorraine DeAsis, Director, Project Development 5446 Jenkins Drive Juneau, AK 99801

To submit bids by email: rfp@thrha.org

For questions and registration, contact Lorraine DeAsis 907-780-3188 Ideasis@thrha.org

Posting Date: April 26, 2019
RFP Proposals Due: May 15, 2019
Walk through: May 8 & 9, 2019
Completion of work: August 15, 2019

I. General Information

THRHA is seeking a qualified contractor to install heat pumps in 13 homes in Wrangell, AK. The details for the existing condition and deliverables will be provided in Section II – Scope of Work.

The heat pump work is not subject to Indian/Native preference and is subject to Davis Bacon wages. Certified payrolls are required.

In order to be considered responsive, the Offeror must be licensed and bonded in the State of Alaska and submit a current, valid Alaska Business License and current, valid Contractor's License with their proposal. All licenses submitted must reflect the NAICS code designated for construction. Any license found not applicable to the type of work being requested will be considered non-responsive and rejected.

All Offerors must be able to provide proof of qualifications and necessary documentation requested by THRHA, within the time requested.

All subcontractors are to meet the same requirements.

Bid not to exceed \$90,000.

II. Project Description

THRHA is seeking a qualified contractor to install heat pumps in 13 homes in Wrangell, AK.

The homes are located throughout Wrangell. The scopes, with addresses and contact information will be provided.

A walk through will be scheduled for May 8 & 9, 2019

RFP WRANGELL HEAT PUMP

The project involves the following work to be performed:

- 1. Install an energy star rated air source heat pump designed for low ambient temperature operation, consisting of a single outdoor unit and a single indoor unit (head). Pan heaters shall be included.
- 2. Heat pumps to be located in dining room (preferred) or living room with outdoor unit immediately outside, mounted on a sturdy frame at least 18 inches above ground.
- 3. Remotes to be mounted on the wall
- 4. Daikin heat pumps are preferred. Mitsubishi Hyperheat or Fujitsu Extra Low Heat are acceptable.
- 5. Contractor is responsible for hiring licensed subcontractors, if necessary
- 6. Contractor is responsible for obtaining any necessary permits.

The Contractor will be responsible for all aspects of the construction, including provide supervision, labor, tools, new materials, and coordinating work with homeowners. The Contractor must coordinate work sequence, material needs, staging, delivery and storage of supplies.

III. Special Conditions

The following conditions apply:

1. Project Supervision:

THRHA project supervisor; Justin Jackson can be reached at 480-619-2131. THRHA's Director of Project Development, Lorraine DeAsis, can be reached at 907-780-3188.

2. Completion Time for Work:

The Contractor will have 45 days from the Notice to Proceed to start work. All work must be completed, to THRHA's satisfaction, within 75 days from notice unless otherwise approved and extended by THRHA.

3. Rejection:

THRHA reserves the right to reject any and all proposals received, and to waive any informalities in the proposals received whenever such rejection or waiver is in the best interest of THRHA. THRHA also reserves the right to reject the proposal of any offeror who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise. Contractors must be in good standing with THRHA and WCA, and not debarred from Federal and/or State projects.

4. Project Site:

No material or tools are to be stored on site.

5. Unit Access:

Contractors shall coordinate their schedule with each homeowner.

6. Quality of Work:

All work must conform to the industry standards and practices and the manufacturer's requirements. The Contractor will be responsible for the supervision and control of all work; the safety of the workers; and assurance that the quality of work and character of workers, conform to all applicable laws and regulations.

7. Acceptance of Work:

THRHA reserves the right to determine the acceptability of the finished project. Should the Contractor fail to meet the required specifications, the Contractor will immediately remedy any discrepancy noted by THRHA, complete the project as specified, at no additional cost to THRHA.

8. Warranty:

The Contractor will warrant their work for 1-full year from the date of final acceptance by THRHA for their work. Should a warranty correction be necessary, The Contractor will warrant their work for 1 year from the date of correction.

9. Substitutions:

Substitutions for materials or manufacturers shown will not be accepted unless approved in writing prior to deadline for receipt of proposals. All requests for substitutions must be in writing and accompanied by complete manufacturer's product data sufficient for owner to make "as equal" determination. The owner will have final determination of whether material being offered is an "as equal"

10. Payment Schedule:

Payment will be made within 30 days after receipt of proper invoice for materials delivered to the job site or for percentage of completion of the contract work. THRHA may retain 5% of the contract price to be withheld until all punch list items and lien releases have been completed.

11. Disputes and Lien Releases:

Any dispute will be handled in accordance with THRHA's procurement policy, and will be brought to the attention of the CEO. The successful Offeror / awarded Contractor warrants that they waive any right to lien against the subject property, and that they hold harmless the property owner from any liens or claims arising out of the resulting contract.

12. Selection Criteria:

THRHA will award points based on the evaluation criteria found in Attachment X. Points assigned will be based on the Offeror's responses and scored comparatively against one another. Offerors who demonstrate a strong understanding of the requirements and provide sufficient information with their proposal may be awarded higher points.

13. Assignment:

The Contractor will not assign any interest in this contract, and will not transfer any interest in the same without prior written consent of THRHA.

14. Responsibility:

The Contractor will be responsible for all required documentation to THRHA, including; product submittals, certified payroll, lien releases, licensing and bonding information, and all other documentation noted in this RFP. The Contractor will also be responsible for all third-party code inspections and construction in accordance with specifications identified in the RFP and provide a final turn-key product to THRHA and the Owner.

IV. General Bid Information

The following conditions also apply:

- 1. Only contractors who are currently licensed and bonded in the State of Alaska may respond to this RFP.
- 2. Proposals may be submitted by mail or email (See Section IX Submission)

- 3. Proposals submitted by mail must contain one original.
- 4. All proposals must be complete and consist of all documents identified in **Section VI Proposal Contents**. Proposals that do not contain all documents may be considered non-responsive and rejected.
- **5.** All proposals must contain a cover letter, signed by an official who is authorized to bind the offeror contractually and financially, and contain a statement that the proposal is valid for 30 days. If your cover letter is unsigned and/or not signed by a binding official, you will be found non-responsive and your proposal will be rejected.
- 6. The successful Offeror must be an Equal Opportunity Employer.
- 7. All information in the Offeror's response must be organized and presented in a clean, clear concise format. Offerors should carefully read through all material in the RFP to ensure they have a full understanding of the project, and the services required.
- 8. Offerors should carefully review this RFP, including attachments, for defects and questionable, objectionable material. Questions must be delivered in writing at least five days before the deadline set for receipt of proposals. All questions will be answered in writing. If determined necessary by THRHA, the RFP may be revise or extended to account for the questions received. If an amendment is required, THRHA will issue the amendment to all Offerors who registered with THRHA as requesting an RFP package for this solicitation.
- 9. Part or all of this RFP and the successful offer may become part of the contract. Therefore, Offerors should not make claims to which they are not prepared to commit to contractually.
- 10. Proposals received after the deadline will not be accepted.
- 11. THRHA will not reimburse any expenses incurred by the Offeror, including but not limited to; expenses associated with the preparation and submission of the response and / or attendance at interviews.
- 12. Offerors are only allowed to submit one proposal for the RFP. Alternate proposals or proposals offering something other than what is being asked in the RFP will not be accepted and will cause the Offeror's proposal to be deemed non-responsive and rejected. THRHA expects all Offerors to consent to the Scope of Services, General Specifications, and all required services of the RFP. Any exceptions proposed must be submitted in writing. Determinations will be provided in an addendum and address the questions / exceptions proposed.
- 13. THRHA, at its sole discretion, reserves the right to reject any or all proposals, waive irregularities and minor informalities, request additional information, and/or accept the proposal deemed to be in the best interest of THRHA.

V. Proposal Contents (100 Points)

In order to be considered responsive, Offerors must submit all required documentation, through the attachments provided in the RFP. All proposals must contain a response to the following information and provide evidence that supports the criteria identified below. Offerors will be evaluated and scored based on their responses to the following:

1. Firm Experience (30 Points)

- Provide a brief background / history of the firm, and number and qualifications of personnel that will be assigned to the project (proposed team).
- Identify the firm's specific project experience in residential construction and any other construction work performed that is relative to the requirements and objectives of the RFP.
- Please include a list of all consultants/subcontractors that will be part of your proposed team.

Subcontractors

If an Offeror intends to use subcontractors, the Offeror must identify, in their proposal, the names, portions, and type of work they will perform in the attachment provided. They must also provide:

✓ A written statement by the subcontractor(s) that clearly verifies their commitment to provide all services required under the RFP and resulting contract.

To be considered, subcontractors must have a valid and current business license, and proper insurance. A list of all subcontractors and their qualifying information must be sent to Lorraine DeAsis within five (5) working days from notice to proceed.

Once work begins, a subcontractor may be substituted provided they have prior written approval from the THRHA Project Manager or designee and submit required documentation.

Offerors must use Attachment C to provide responses to the above.

2. Resources and Approach to the Project (20 Points)

- Describe your methodology for ensuring all the deliverables required under the contract will be met.
- Describe how your firm will approach the project (including prioritizing the deliverables identified, and organizing the subcontractors).
- Your proposal should expand on your approach, how you will organize, prioritize, and provide each deliverable, and your ability to successfully carry each of them out.

Offerors must use Attachment D to provide responses to the above.

3. Current and Future Workload (10 Points)

• Describe your current and future workload and how you will be able to complete the project in a timely and efficient manner.

Offerors must use Attachment E to provide responses to the above.

4. Cost Proposal (30 Points)

• The Offeror's costs should be clearly stated in the proposal.

Offerors must use Attachment F as their Cost Proposal.

5. References (10 Points)

• Provide a list of five clients whom you've provided similar projects or construction services for within the last three years.

- Provide each client's contact information (Project Director, Name, address and phone number) as well as:
 - ✓ Project Title;
 - ✓ Project Total Cost;
 - ✓ Begin and End Dates and if there were any delays (if so, describe reason for delays and nature of any Change Orders); and
 - ✓ Type of Project (i.e. type of construction)
- THRHA may contact any other known clients, whether offered as references or otherwise, to obtain information that may assist THRHA in evaluating your proposal.
- THRHA retains the right to use any / all reference information to make a selection. By submitting a proposal, you agree that THRHA may contact and use this information.

Offerors must use Attachment G to provide responses to the above.

Required Attachments

The Offeror must also provide the following non-scored attachments.

Conflict of Interest Statement

Provide a statement that indicates whether or not the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. THRHA reserves the right to consider a proposal **non-responsive and reject it or** cancel the award, if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. THRHA has the final authority in determining any questions of a conflict of interest.

Offerors must use Attachment I as their Conflict of Interest Statement.

Debarment Statement

Provide a statement that indicates whether or not the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. THRHA reserves the right to consider a proposal **non-responsive and reject it or** cancel the award, if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. THRHA has the final authority in determining any questions of a conflict of interest.

Offerors must use Attachment J as their Debarment Statement.

Preference Questionnaire

Provide a statement that indicates whether or not the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. THRHA reserves the right to consider a proposal **non-responsive and reject it or** cancel the award, if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. THRHA has the final authority in determining any questions of a conflict of interest.

Offerors must use Attachment K as their Preference Questionnaire.

VI. Contract Terms and Conditions

THRHA will be responsible for managing the contract and the relationship with the awarded Contractor. The Contractor will be responsible for managing all contracts and relationships with the subcontractors (if applicable).

The Contractor will be required to adhere to all state and federal provisions that govern the funding of the project, and those identified in the RFP.

VII. License, Bond and Insurance Requirements

The successful Offeror must provide proof of their Contractor's License with Residential Endorsement, and Alaska Business License at time proposals are due. The Offeror must provide proof of; workers compensation, commercial general liability, and commercial automobile liability prior to contract approval. Prior to contract award, THRHA must be named as Additional Insured under the Contractor's Certificate of Insurance;

wherein the insurance company must have a Best rating of "A-V" or better.

Per the terms in Appendix B, Insurance & Liability, the Offeror is required to have the following insurance under the contract.

- ✓ Workers' Compensation: The Contractor will provide and maintain coverage, for all employees engaged in work under this contract, \$100,000 per person / occurrence, as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to; Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against THRHA.
- ✓ Commercial General Liability: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of: \$1,000,000 General Aggregate; \$1,000,000 Products / Completed Operations Aggregate; \$1,000,000 Single Occurrence; including \$50,000 fire damage and \$5,000 Medical Expense per person.
- ✓ Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim of bodily injury, including; all owned, non-owned and hired automobiles.

Bonds

THRHA may require a bond prior to issuing the Notice to Proceed. Bond requirements may consist of:

- ✓ Bid Bond equal to 5% of the total bid amount;
- ✓ Performance Bond equal to 100% of the total contract price; or
- ✓ Another form of security authorized by 24 CFR 1000.26

All licenses, bonds and insurance requirements must be valid at time of award and remain valid through the duration of the contract and all subsequent extensions.

In addition to the provisions of the RFP, the terms and conditions in Appendix A also apply.

VIII. Submission Instructions

If submitting by email:
 Email proposals to <u>rfp@thrha.org</u> titled:
 Wrangell Heat Pump RFP (return receipt requested).

If submitting by mail:

Clearly identify the solicitation title (Wrangell Heat Pump RFP) on your package. Your response must be sealed and delivered to:

Tlingit Haida Regional Housing
Authority ATTN: Lorraine DeAsis
WRANGELL HEAT PUMP
P.O. Box
32237 Juneau,
Alaska 99803

If submitting by carrier or in-person:
 Clearly identify the solicitation title (Wrangell Heat Pump RFP) on your package. Your response must be sealed and delivered to:

Tlingit Haida Regional Housing
Authority ATTN: Lorraine
DeAsis
WRANGELL HEAT PUMP
5446 Jenkins Drive
Juneau, Alaska 99803

IX. Questions

Questions concerning this solicitation must be submitted in writing and emailed to Lorraine DeAsis <u>Ldeasis@thrhra.org</u>. It is requested that questions be received no later than two days before the deadline set for receipt of proposals, to ensure the project stays on schedule.

X. Proposal Schedule

The RFP's proposal schedule represents THRHA's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

RFP WRANGELL HEAT PUMP

RFP Issued	04/26/2019
Walk through	05/8 & 9/2019
Deadline for Receipt of Proposals	05/15/2019

Anticipated Notice of Intent / Proceed 05/18/2019
Anticipated Contract Completion 08/15/2019

Responses must be received no later than May 15 @ 4:00pm prevailing Alaska Time. Faxes will not be accepted.

XI. Notice Intent / Proceed

After completion of evaluation, the procurement officer will issue a written Notice of Intent to Award. The awarded Offeror will then be issued a Notice to Proceed.

XII. Period of Performance

The period of performance for this contract is **75 days** from Notice to Proceed.

XIII. Evaluation Criteria and Contractor Selection

Offeror's proposals will be scored comparatively against one another to determine the most advantageous offer proposed. Proposals will be reviewed and evaluated in accordance with the Offeror's responses for each requirement listed in Section VI:

EVALUATION CRITERIA	RATING POINTS	
Firm Experience	0 to 30	
Resources and Approach	0 to 20	
Current and Future Projects	0 to 10	
Cost	0 to 30	
References	0 to 10	
Total Points	100	

XIV. Attachments

The following attachments are included in the solicitation:

✓ Appendix A: Contract Provisions

✓ Appendix B: Insurance & Liability

✓ Appendix C: Project Specifications

✓ Attachment A: Proposal Checklist

✓ Attachment B: Proposal Cover Sheet

✓ Attachment C: Firm Experience

✓ Attachment D: Resources and Approach

✓ Attachment E: Current Projects

✓ Attachment F: Cost Proposal

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✓ Attachment G: References

✓ Attachment H: Training and Employment Statement

✓ Attachment I: Conflict of Interest Statement

✓ Attachment J: Debarment Certification

✓ Attachment K: Preference Questionnaire



CONTRACT PROVISIONS REQUIRED BY FEDERAL LAW

The regulatory authority of the contract vests within the provisions set forth by Tlingit Haida Regional Housing Authority (THRHA) and in accordance with Code of Federal Regulations (CFR), and United States Code (USC). These clauses / provisions provided are required by Federal law or regulation pursuant to 24 CFR Part 85.36 and 41 U.S.C. 403(11).

Additional Services: THRHA will perform a cost or price analysis as required by 24 CFR 85.36 (F) prior to the issuance of a contract modification/amendment for Additional Services. Such services will be within the general scope of the contract. The Contractor will provide supporting documentation to support the cost / fees of the additional services.

Amendments: The terms of the contract may be modified or amended upon signature of THRHA and the Contractor.

Contract Adjustments: Notwithstanding any other term or condition of the contract, any settlement or equitable adjustment due to termination, suspension or delays by the Contractor will be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the contract pricing provisions of 24 CFR 85.36 (f).

Conflicts of Interest: Per 24 CFR 85.36(b) and the contract agreement between THRHA and HUD, no employee, officer or agent of THRHA, will participate in selection or in the award or administration of a contract, subcontract or agreement, supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Disputes: THRHA and the Contractor agree that any disputes that arise will be handled through negotiation and within the guidelines and authority of THRHA. If disputes cannot be settled through negotiation, THRHA and the Contractor agree to present the dispute to either THRHA's Executive Central Council or a third-party reviewer for resolution. The decision by either the Executive Central Council or third-party reviewer will be final and binding to both parties.

Termination: THRHA may terminate the contract for cause or convenience. THRHA will provide a written notice to the Contractor and will remit payment for all services rendered prior to the termination of the contract; provided the Contractor has not been required to remedy any contract issue that has been identified by THRHA.

Additional Provisions:

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council ("Councils") as authorized by 41 U.S.C. 1908, shall include administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. Tlingit & Haida shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Tlingit & Haida shall report all suspected or reported violations to the Federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Tlingit & Haida shall report all suspected or reported violations to the Federal awarding agency.

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by THRHA in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



APPENDIX B INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor must indemnify, hold harmless, and defend THRHA from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor must not be required to indemnify THRHA for a claim of, or liability for, the independent negligence of THRHA. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of THRHA, the indemnification and hold harmless obligation will be apportioned on a comparative fault basis. "Contractor" and "THRHA", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in THRHA's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor will purchase, at its own expense and maintain in force at all times during the performance of services under the contract, the following policies of insurance:

- **2.1 Workers' Compensation Insurance:** The Contractor will provide and maintain coverage, for all employees engaged in work under this contract, \$100,000 per person / occurrence, as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to; Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against THRHA.
- **2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of: \$1,000,000 General Aggregate; \$1,000,000 Products / Completed Operations Aggregate; \$1,000,000 Single Occurrence; including \$50,000 fire damage and \$5,000 Medical Expense per person.
- **2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim of bodily injury, including; all owned, non-owned and hired automobiles.

Where specific limits are shown, it is understood that they will be the minimum acceptable limits. If the Contractor's policy contains higher limits, THRHA will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Coordinator prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and will be grounds for termination of the Contractor's services. All insurance policies must comply with and be issued by insurers licensed to transact the business of insurance by State and federal regulations.



Appendix C - Project Specifications

The following are additional requirements for the scope of work, in relation to the engineer's specifications for the project. Design & Materials breakdown is attached.

PART 1 - GENERAL

MATERIAL

✓ Provide all work as shown in these specifications for a complete, safe, and functional installation. Unless otherwise noted, all materials shall be of new manufacture, American-made, of the manufacturer's standard construction for the application. The omission of express reference to any part, supplies, services, or facilities necessary for or incidental to a complete installation shall not be construed as a release from furnishing such items. Any deviations from the installation, due to a particular manufacturers requirements, shall be made without additional cost to the Owner.

INSTALLATION

- ✓ Heat pumps shall be professionally installed, level and properly spaced.
- ✓ Interior and exterior line-set to be covered with appropriately sized line hide. Condensate drain from indoor unit to be run to exterior through same line-hide installation
- ✓ Pipe runs to be installed with JMF easy pull line set or similar insulated material.
- ✓ All wall penetrations shall be sealed with silicone sealant for weather-tight application
- ✓ All materials shall be installed in a neat, orderly, and secure fashion, as required by these specifications and commonly recognized standards of good workmanship, for which THRHA's judgment shall be final.
- ✓ Contractor shall instruct homeowner in the Operation and Maintenance of the heat pump, including use of the remote and cleaning filters. The heat pump shall be fully installed and functioning before instruction.
- ✓ Contractor shall submit the warranty on the homeowners behalf and shall hand the homeowner all instruction literature.

REPAIR OF EXISTING FEATURES

✓ Where existing or previously completed building surfaces or other features must be cut, penetrated, or otherwise altered, such work shall be carefully laid out and performed, and any subsequent patching or repairs shall be performed by skilled mechanics of the trades involved, at no additional cost to the Owner.

WORK INCIDENTAL TO SUBSTITUTIONS

✓ When substitutions for specified methods or materials alter the relationship between the work actually required and that called for by the Contract, the Contractor shall bear responsibility for all expenses incurred by any necessary revisions, including the work of other trades.

PROTECTION AND CLEANING

- ✓ All materials and equipment shall, both in shipment and during construction work, be protected against water, dust, debris, overspray, or any other contamination or damage, whether environmental or as a result of handling or construction work. Damaged items shall be replaced or repaired to original manufactured condition, at no additional cost to the Owner. All construction dust, debris, overspray, scrap and surplus materials, etc. resulting from this work shall be cleared away, leaving the installation completely clean.
- ✓ All nails, screws, scrap and debris are to be removed from the job site every day.
- ✓ Contractor shall include dump fees in their bid and will not use the homeowners trash containers.

PERMITS AND FEES

✓ Contractor will obtain and pay for all permits required for the work.

GUARANTEE

The Contractor must guarantee the satisfactory operation of all material and equipment installed under this contract.

The Contractor warrants every item purchased under this agreement against faulty materials and workmanship for a minimum of 12 months. If, during this period, faults develop with the final build or any of its components, the item(s) will be repaired and / or replaced without any cost, including transportation and freight, to THRHA.

In the event a repair or replacement is necessary, due to any defective materials, equipment, or workmanship that may occur within one year from the date of final acceptance of the project, the Contractor will remedy those deficiencies, done to the satisfaction of THRHA, at no additional costs.

CLEANING

The Contractor must keep the premises free from accumulations of waste material, removed material or equipment at all times until completion of the project.

At the completion of the project, the Contractor must leave the premises free of all tools, scaffolding, surplus materials, and repair any existing building surfaces or installations to the satisfaction of THRHA. All equipment and exposed piping must be thoroughly cleaned and left in a new condition.

PART 2 - PRODUCTS

PRODUCT OPTIONS AND SUBSTITUTIONS

Substitutions of equipment and/or materials may not be made without prior written approval from THRHA, and within 30 days after the contract agreement starts.

The Contractor will assume the cost of any redesign, and the work of any other trades due to the proposed substitution of material or equipment, and must provide additional materials as required to properly install any equipment substitutions.

WORKMANSHIP

All work must be done in a professional, workman-like manner and in accordance with current industry practices. The Contractor will be held responsible for the quality and workmanship of their performance and service. Any infraction will be redone by the Contractor, at their risk and expense.