



Anchorage School District

BETTYE DAVIS EAST ANCHORAGE HIGH SCHOOL MAIN GYM FLOOR REPLACEMENT

**ITB 2025-809
ASD PROJECT No. 830720**

DATE ISSUED: March 21, 2025

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INVITATION TO BID (ITB) NUMBER: 2025 - 809
Bettye Davis East Anchorage HS Main Gym Floor Replacement

Sealed bids will be received in accordance with the time schedule shown below by the Anchorage School District, Purchasing Department, located at 4919 Van Buren Street Anchorage, Alaska 99517 for Bettye Davis East Anchorage HS Main Gym Floor Replacement per the attached Instructions to Bidders, General Conditions, Technical Specifications, Drawings and Bid Form.

ESTIMATED CONSTRUCTION COST: Between \$1,000,000 - \$5,000,000

On-Site Visit:	March 27, 2025 at 3:00 p.m. Local Time
Pre-Bid Conference:	March 28, 2025 at 11:00 a.m. Local Time
Bid Opening:	April 11, 2025 at 2:00 p.m. Local Time

At the above indicated time, the bids will be opened publicly and read. Bids received by the Purchasing Department after the time fixed for opening of the bids will not be considered. Time of receipt will be as determined by the time stamp at the Purchasing Department.

DOCUMENTS:

Prospective bidders may obtain copies of bidding documents at the Anchorage School District website <http://www.asdk12.org/depts/purchasing/PurchasingBids.aspx> Only electronic versions of this ITB are issued.

A copy of the current plan holder's list can be viewed at:
http://apps.asdk12.org/depts/purchasing/meeting/Plan_Holders/2025/809.xlsx

NOTICE TO BIDDERS:

A bid bond in the amount of five (5%) percent of the total amount of the base bid will be required (**cash, personal or business checks are unacceptable**). The successful Contractor shall be required to furnish 100 percent performance and payment bonds.

The Anchorage School District reserves the right to reject any and all bids, and to waive any informalities or irregularities in bidding procedures.

STUDENT COMMUNITY WORKFORCE AGREEMENT

This project is subject to the Student Community Workforce Agreement per ASD Board Policy 3311.2. The awarded Contractor must review, understand and agree to Attachment A, Community Workforce Agreement, which will be incorporated into the contract.

ON-SITE VISIT AND PRE-BID CONFERENCE:

An On-Site Visit will be held on March 27, 2025 at 3:00 p.m. Local Time at Bettye Davis East Anchorage High School, 4025 E. Northern Lights Blvd., Anchorage, Alaska 99508. Please meet at the Front Office.

A Pre-Bid Conference will be held March 28, 2025 at 11:00 a.m. Local Time at Anchorage School District, Purchasing Department, located at 4919 Van Buren Street Anchorage, Alaska 99517. Prospective Bidders who wish to participate by teleconference may participate by calling (907) 742-6750. The line will be available approximately 5 minutes prior the conference start time.

All Bidders are encouraged to attend the On-site Visit and Pre-Bid Conference. Major sub-bidders are also encouraged to attend.

INVITATION TO BID

Division 00

Section 00020

The Anchorage School District is committed to providing reasonable accommodations, according to applicable state and federal laws, to all individuals with a qualifying disability. If you require a reasonable accommodation in order to participate in this or any other district process, please contact the Anchorage School District's Compliance/Equal Employment Opportunity Office at (907) 742-4132.

END OF SECTION

INSTRUCTIONS TO BIDDERS

PART 1. GENERAL INFORMATION

- 1.01 Refer to the Invitation to Bid for information relating to time, date and place for receipt of bids and other pertinent bidding information.
- 1.02 Anchorage School Board Policy 3515.5 prohibits a contractor whose employees or agents may have direct or incidental contact with Anchorage School District (the District) students from sending any employee or agent to district property who has been convicted of a sex offense under federal law or the law of any state and who is required to register as a sex offender under Alaska law or by court order, or who has been convicted of child kidnapping under federal law or the law of any state and who is required under Alaska law or court order to register on the Alaska Department of Public Safety Sex Offender/Child Kidnapper Central Registry. Board Policy 3515.5 requires contractors to certify in writing the contractor's knowledge of and compliance with Board Policy 3515.5. **Prior to executing a contract** for this project, the selected Contractor shall verify that no employee or agent who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state. In addition, the contractor shall certify that, to its knowledge, no employee or agent is a convicted sex offender or child kidnapper. The required forms of certification are included in the bid documents.
- 1.03 LICENSE REQUIREMENTS
- A. The bidder shall include on the bid Form his current Business License number and expiration date from the State of Alaska authorizing him to engage in business to operate as a Business, Specialty or General Contractor, as well as his Federal Tax Identification number.
- B. The bidder shall provide a copy of his current State of Alaska Business License and Specialty or General Contractor license when requested in writing by the Purchasing Department.
- 1.04 BIDS
- A. The bidder shall review all of the proposed contract documents to ascertain all of the requirements of the work.
- 1.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE WORK
- A. The bidder shall examine carefully the site of the proposed work, the proposal, plans, specifications and contract forms before submitting a proposal. The submission of a bid shall be an admission that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirement and accuracy of the plans, specifications, special provisions and terms of the contract.
- B. All documents furnished to any person, under any condition, remain the property of the Anchorage School District and shall be returned immediately upon request.
- C. Documents may be obtained upon the conditions set forth in the Invitation to Bid.
- 1.06 METHOD FOR CLARIFICATION
- A. Any bidder in doubt as to the meaning of any part of the plans, specifications or other documents may submit a written request for an interpretation. The bidder submitting the

request will be responsible for its prompt delivery not less than seven (7) working days prior to the date set for opening of bids. Questions can be delivered as follows:

1. Fax: (907) 243-6293
2. Email: purchasing@asdk12.org
3. Mail: Purchasing Department
4919 Van Buren Street
Anchorage, Alaska 99517
4. Hours: 7:30 a.m. – 4:00 p.m.

- B. A written request for an interpretation, which in the opinion of the Purchasing Department requires a reply, will be answered by issuing an addendum to all plan holders prior to the bid opening. The Owner will not be responsible for any other explanation or interpretation of the plans, specifications or other documents made or given prior to the bid opening.

1.07 PREPARATION OF BIDS

- A. Preparation and Submission:

Bids must be submitted on the forms furnished or copies thereof, and must be manually signed. In order to secure consideration, the bid must be submitted and sealed in an envelope on which contract identification is plainly marked on the outside. The bid form is included in the bidding documents. The envelope shall be addressed as indicated in the Invitation to Bid.

- B. Form:

The bid may provide for a quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction, or a combination thereof. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so shall disqualify the bid.

If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

- C. Alternate Bids and Qualified Bids:

Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for or irregularities of any kind.

1.08 BID GUARANTEE

- A. Each bid shall be accompanied by a bid bond with good and sufficient surety or sureties acceptable to the Owner. The Anchorage School District will require five percent (5%) of the total amount of the base bid as a guarantee (**cash, personal, or business checks are not acceptable**). Bid guarantees for the three (3) low bidders will be held until the contract is executed.
- B. All other bid guarantees will be returned within seven (7) days of the bid opening. Power of Attorney for the official signing of the bond for the surety company must be submitted with the bond.

1.09 ALTERNATES

- A. The bidder shall include in the spaces provided on the "Bid Form" a bid for each alternate, if applicable.
- B. The Owner may accept alternates in any order or number and include them in the contract award price.

1.10 UNIT PRICES

- A. The bidder shall include in the spaces provided on the "Bid Form" a bid for each unit price, if applicable.
- B. The Owner may accept any or all of these unit prices and include them in the contract award price.
- C. In the case of discrepancy in the extended price calculation(s), the unit price(s) will prevail.

1.11 BIDDER QUALIFICATIONS (TO BE INCLUDED IF THERE IS NO 2-STEP QUALIFICATION PROCESS)

- A. Before the bid is considered for award, the Owner reserves the right to request the bidder to complete within seventy-two (72) hours a bidder qualification form and/or a current financial statement prepared by a Certified Public Accountant. Bidder qualifications to be listed upon the qualification form will include, as a minimum, a listing of bidder's previous contracts of a nature similar to that being bid upon; a listing of bidder's staff, to include managerial, technical and laboring positions; summary of bidder's plan and equipment available for use in the execution of the contract; and a listing of the projects to which the bidder is obligated in the near future. The Owner reserves the right to reject the bid of any bidder who fails to furnish promptly and properly all the information required in this paragraph.
- B. A bidder will be deemed to be unqualified to perform the contract if, after review and verification of the representations included on the qualification form submitted by the bidder, the following conditions appear:
 - 1. Bidder does not have sufficient prior experience (or an acceptable substitute thereof, as described below) with projects of a similar nature in technical, managerial and financial requirements to that in the present contract being bid.
 - a. Experience does not necessarily mean that the bidder is an established Contractor in the exact technical area for which the bid is submitted. In addition to such established contractors, newly established contractors will be considered qualified if they have shown on the bid qualification sheet form that they are staffed with sufficient technical, managerial and financial personnel with prior experience in the nature of construction for which the bids are invited, that bidder may adequately foresee and appreciate problems of such construction.
 - 2. Bidder does not have sufficient capability to undertake the obligations of the contract. A determination in this respect will be made when the Owner, upon review of the probable cash flow needs of the Contractor for this particular contract (to include payroll, cost of material and supplies, equipment rental costs and any other direct or incidental costs of the contract), determines that the Contractor does not have sufficient financial resources to enable him to satisfy his financial obligations under the contract. The Owner will consider all other pertinent financial data required by this clause and submitted by the Contractor. A determination that

the bidder is unqualified will not be made under this paragraph unless the Owner has determined that the bidder cannot meet his financial obligations under the contract after having considered all sources of income available to the bidder.

3. The bidder does not have sufficient staff, equipment or plant available to perform the contract. The Owner's determination in this matter will be based upon that represented by the bidder in his completion of the Bidder Qualification documents discussed above.
4. The bidder has a consistent history of unsatisfactory performance of contracts of this or similar nature, regardless of whether such contracts existed between the Owner and the Contractor, or other parties and the Contractor.
 - a. A determination of this nature will not be made unless the Owner, after review and verification of the contractor's previous work experience, determines that the contractor's consistent, unsatisfactory performance has resulted from the contractor's failure rather than a failure to perform by the other party. The Owner will give the Contractor an opportunity to explain such nonperformance(s) before any final determination is reached. Contract disputes which are pending resolution before any duly authorized judicial or administrative body will not be considered in reaching this determination.
 - b. A determination of a "consistent failure to perform" will not be made unless the Owner is satisfied after review of the bidder's prior experience that the Contractor has repeatedly failed to satisfy his obligations under past contracts. For purposes of this clause, "consistent" will not be construed to mean in every contract, nor will it be construed to include "isolated instances" of failure to perform.
 - c. In reaching any determination of this nature, the Owner may consider statements of other parties to the prior unperformed contracts, as well as the representations of the Contractor on his "Bidder Qualification" form. However, in each instance, the Owner will advise the Contractor of such other statements considered before a determination that the bidder is not qualified, as made by the Owner.
- C. The bidder's representations concerning his qualifications will be construed as a covenant under the contract. Should it appear that the bidder has made a material misrepresentation on his "Bidder Qualification" form, the Owner shall have the right to terminate the contract for the Contractor's breach, and the Owner may then pursue such remedies as exist elsewhere under this contract, or as otherwise are provided at law or equity.
- D. A determination that a bidder is unqualified will be made by the Owner. Such determination will be made in writing and include a thorough discussion of why the bidder is deemed unqualified. A letter will be sent to the bidder deemed unqualified, stating the reasons for such determination, and the bidder's right to request a review of this determination by appeal to the Anchorage School District Board.
- E. Any bidder who is deemed to be unqualified may, as provided under existing Anchorage School District policy, appeal such determination to the Anchorage School District Board prior to contract award to another bidder.

1.12 RECEIPT AND OPENING OF BIDS

- A. Time of Opening:

Bids shall be submitted prior to the time specified in the Invitation to Bid, and the exact date and time of receipt of bids will be recorded. Late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder, unless other disposition is requested or agreed to by the bidder. Time of bid receipt will be determined by the time stamp at the Purchasing Department, 4919 Van Buren Street, Anchorage, Alaska 99517.

B. FAX/Telegraph/Telephonic/E-Mail Bids:

FAX/telegraphic/telephonic/e-mail bids will not be considered. Modification by FAX or telegraph of bids already submitted will be considered if received prior to the time fixed in the Invitation to Bid. FAX/telegraphic modifications shall not reveal the amount of the original or revised bid.

C. Officer's Responsibility:

No responsibility will attach to any officer or agent of the Owner for the premature opening of, or the failure to open a bid not properly addressed and identified.

1.13 WITHDRAWAL OF BIDS

A. Bids may be withdrawn on written request received from the bidders prior to the time specified for opening.

B. No bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the written consent of the Owner.

1.14 BIDDERS INTERESTED IN MORE THAN ONE BID

A. If more than one bid is offered by any party, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.

1.15 BIDDERS PRESENT

A. At the time and place specified for the opening of bids, contents of the bids will be made public for the information of bidders and other parties.

1.16 REJECTION OF BIDS

A. The Owner reserves the right to reject any or all bids, and to waive any informalities or irregularities in bidding or award of the contract.

1.17 AWARD OF CONTRACT

A. Acceptance of Bid:

Following the opening and evaluation of bids, the Owner will determine the apparent low responsive bidder and, subject to its right under Paragraph 1.16 to reject all bids, decide whether to accept the apparent low responsive bid. The Owner's acceptance of the apparent low responsive bid will be through a written notice from a duly authorized representative of the Owner, and no other act of the Owner or its representative will constitute an acceptance of a bid. The notice shall be titled "Notice of Intent to Award Contract," and shall set forth pre-award procedures and requirements, if any, including

procedures for approval and award of contract by the School Board.

B. Basis of Award

1. It is the Owner's intention to award a contract to the lowest responsive and responsible bidder, including alternates, base bid, and quantified unit prices accepted by the Owner at the time of award, if applicable.
2. Unit prices which are not quantified will not be included in the determination of the award.
3. The Owner reserves the right to award the alternates in any combination with the base bid and include them in the total award.
4. The District reserves the right to request the lowest bidder(s) whose bids are determined to be reasonably susceptible to award to review their previous bids with consideration of any additions, clarifications or modifications, submit revised bids for Best and Final Offers (bids). If Best and Final Offers are requested, selected offerors must submit revised bids on the forms provided by the District to be considered for evaluation and award. Bidders who do not submit a Best and Final Offers (revised bids), when requested, will not be considered for evaluation and award and their bids will be rejected and considered non-responsive.
 - a. For purposes of this ITB, bids that are "reasonably susceptible to award" means the three (3) lowest responsive and responsible bidders, unless, in the sole discretion of the District's Purchasing Senior Director, one or more of the three lowest responsive and responsible bidder(s) was not within the competitive range and to remain under consideration for award when evaluated with other bids or the District received one or more additional bids that are within the competitive range of the three lowest responsive and responsible bids such that the additional bid(s) may remain under consideration when evaluated with the other bids. This is a strict mathematical evaluation and may not be challenged on that basis except in the case of obvious arithmetic errors.

C. Notification of Award to Bidders:

Following opening of bids and determination of the apparent low responsive bidder, the Administration will make public in the Purchasing Contracting Office each Notice of Intent to Award ten (10) calendar days prior to the scheduled award by the Board, except for purchases under \$100,000 which is three (3) business days. Bidders may, upon request to the Purchasing Office and/or Purchasing Contracting Office, review the bid tabulation summary prior to the scheduled Board award date.

D. Amount of Contract

The amount of the contract shall be understood to be the lump sum as given in the bid form. Where prices are given on alternative items, only the amounts of the alternates accepted by the Owner will be included in the total.

E. Execution of Contract:

By the Contractor: The bidder whose bid is accepted shall execute the contract and furnish the required bonding and insurance within five (5) days after presentation of the contract for signature. The contract shall be deemed to be executed by the successful bidder when two (2) originals of the contract, signed by an authorized officer of the corporation or company, and with each separately signed the bonds and insurances required herein, are received by the Owner. Failure or neglect to execute the contract, within the time specified

or such extended period, if any, that the Owner may, in its sole discretion, authorize, shall constitute a breach of the agreement affecting the acceptance of the bid. The damages to the Owner for such a breach shall include loss from interference with the general Capital Improvements Program of the Owner, and other items whose accurate amount would be difficult or impossible to compute.

The amount of the bid guarantee of the successful bidder who fails or neglects to execute the contract after proper notification of the acceptance of the bid shall be retained by the Owner as liquidated damages for such breach.

By the Owner: Upon receipt of the above-referenced two (2) Contracts executed by the Contractor, including all required bonds and insurance certificates, the properly authorized Owner representatives will execute the documents within ten (10) days. The contract shall be deemed to be completely executed when two (2) copies thereof, accompanied by the required bond, liability and other necessary insurance and signed by the Contractor, are executed by the Owner. All awards shall comply with the Anchorage School District Purchasing and Contracting Policy 3311. Awards of \$500,000 or more shall be presented to the School Board for their approval.

1.18 PERFORMANCE BOND AND PAYMENT BOND

- A. The successful bidder will furnish a Performance Bond and a Payment Bond in accordance with Section 00700, Paragraph 7.5.

1.19 INSURANCE

- A. The successful bidder will furnish complete Certificates of Insurance, as required by the General Conditions and Supplementary Conditions, in a form acceptable to the Owner.

1.20 NOTICE TO PROCEED

- A. The Owner will issue a Notice to Proceed with the work within ten (10) days following the Owner's execution of the contract. The date of commencement of the work shall be the date established in the Notice to Proceed. The Owner will not be responsible for any costs incurred by the Contractor prior to the Notice to Proceed.

1.21 AGGRIEVED BIDDERS

- A. Protest:

1. An interested party may protest a solicitation or a proposed award of a contract.
 - a. A protest as to the specifications and/or terms and conditions of a solicitation must be received by the Purchasing Senior Director at least five (5) calendar days prior to the due date of the bid or proposal; failure to protest as provided herein constitutes a waiver of any objection to the solicitation.
 - b. For construction projects and architectural/engineering design services, the protest of a proposed award of a contract must be received by the Purchasing Senior Director within ten (10) calendar days after issuance of the notice of intent to award, except that for purchases under \$100,000, the protest must be received within three (3) business days.
 - c. For goods or services, the protest of a proposed award of a contract must be received by the Purchasing Senior Director within seven (7) calendar days after issuance of the notice of intent to award, except that for

purchases under \$100,000, the protest must be received within three (3) business days.

- d. The protest must include the name of the person submitting the protest, the name of the bidder/proposer represented by that person, the specific action or bid/request for proposal contract award which is being protested, a detailed explanation of the reasons for the protest, and the relief requested.
 - e. The aggrieved person must serve all other interested parties with its protest.
2. The Purchasing Senior Director shall stay the intended award of a contract unless the Purchasing Senior Director determines the award of the contract without further delay is necessary to protect the District's best interest.
 3. The Purchasing Senior Director may, in his/her sole discretion, hold a hearing.
 4. The rights and remedies granted by this section are not available for informal small purchases with an actual or potential value of less than twenty-five thousand dollars (\$25,000).
 5. Failure to protest as provided herein constitutes a waiver of any objection to the solicitation and contract award.

B. Appeal:

1. A decision by the Purchasing Senior Director may be appealed to the Anchorage School Board.
2. Any appeal shall be filed with the Superintendent within five (5) days after the decision is received by the protester and must include the name of the person submitting the appeal, the name of the bidder/proposer represented by that person, and a detailed explanation of the basis for the appeal.
3. The aggrieved bidder/proposer must serve all other interested parties with its appeal.
4. The Superintendent may obtain an independent review of the appeal issues if the Superintendent determines such review will assist consideration of the appeal.
5. The independent review shall be conducted by a not directly involved District employee or an experienced but disinterested third party from outside the District.
6. Failure to appeal to the Anchorage School Board as provided herein constitutes a waiver of any objections to the solicitation and the contract award.

C. Consideration of Appeal:

1. The decision being appealed and the findings from the independent review, if any, will be reported to the Board.
2. Upon consideration of the appeal and allowing interested parties an opportunity to address the issues on appeal, the Board may:

- a. Award the contract as recommended, if applicable, indicating its reasons for rejecting the appeal;
- b. Grant the appeal, indicating its reasons for granting the appeal, and determine an appropriate remedy consistent with AR3311.1(c).1 of Board Policy. The Board may award the contract at that meeting to some other bidder/proposer if it finds that a delay in making the award would adversely affect the District;
- c. Stay any award of the contract to permit further consideration of the appeal, with action to be scheduled as soon as practicable, but in no event more than twenty (20) days after the stay as initiated;
- d. Reject all bids/proposals.
- e. Take such other action as appears appropriate and in the best interest of the District under the circumstances.

D. Frivolous Protests:

1. Signature on Protest Constitutes Certificate
The signature of an attorney or party on a request for review, protest, motion, or other document constitutes a certificate by the signer that the signer has read the document, to the best of his/her knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for an improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation.
2. Sanctions for Violation
If a request for review, protest, pleading, motion, or other document is filed with the Purchasing Senior Director is signed in violation of Board Policy AR3311.1(c).1, the Board, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, that may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the protest, pleading, motion, or other paper, including a reasonable attorney's fee.

1.22 GUARANTEE SECTION

- A. Whether or not there appears here or elsewhere herein specific reference to guarantees of all items of material, equipment or workmanship, they nevertheless shall be so guaranteed against defects for which the Contractor is responsible that may develop or become evident within a period of one (1) year from and after final acceptance of the work by the Owner. This guarantee shall be understood to imply prompt attention to any remedy of such defects as those mentioned above if and as they occur after the Contractor shall have written notice of their existence. If the defect, in the opinion of the Owner, is of such nature as to demand immediate repair, the Owner shall have the right to make them and the cost thereof shall be borne by the Contractor.

1.23 SUBCONTRACTORS

- A. All subcontractors proposed for the work must be acceptable to the Owner.
- B. The Owner reserves the right to request the proposed subcontractors to complete qualification forms and/or current financial statements prepared by a Certified Public Accountant.

1.24 MINIMUM WAGE RATES

- A. Labor required for the construction of this project is subject to the minimum wage rates as provided in the General Requirements.

1.25 NON DISCRIMINATION

- A. No bidder/offeror on any District contract may illegally discriminate on the basis of sex, race, color, religion, gender identity, sexual orientation, national origin, ancestry, age, marital status, changes in marital status, pregnancy, parenthood, physical or mental disability, Vietnam era veteran status, genetic information, or good faith reporting to the board on a matter of public concern in employment, provision of services, or otherwise.

- B. Any bidder/offeror submitting a bid or proposal of one hundred thousand (\$100,000) or more must certify that if awarded a contract on the basis of that bid or proposal, he/she as the contractor will not illegally discriminate against any member or applicant for employment because of sex, race, color, religion, gender identity, sexual orientation, national origin, ancestry, age, marital status, changes in marital status, pregnancy, parenthood, physical or mental disability, Vietnam era veteran status, genetic information, or good faith reporting to the board on a matter of public concern in employment, provision of services, or otherwise.

1. Notice of Compliance

- a. All successful bidders/offerors shall insure such non-discrimination.
- b. All successful bidders/offerors must agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination section and this section shall be deemed to be a part of every contract entered into by the District under these policies.

2. Minority Business Enterprises

- a. The District requires adherence to the Anchorage Municipal Code, relating to Minority Business Enterprises and will monitor and implement these policies through the District's Equal Employment Opportunity Director (EEO).
- b. It is the policy of the District that socially and economically disadvantaged minority businesses located within the Municipality of Anchorage be afforded an equitable opportunity to participate in District contracts.
- c. Any appeal from a decision of the Equal Employment Opportunity Director shall be to the Superintendent and, if not satisfied, to the Board.

1.26 ASBESTOS FREE MATERIALS

- A. The bidder, by submitting a bid on this project, thereby certifies and guarantees to the Anchorage School District that any products or materials sold, used or installed under the terms of this contract will not contain any asbestos. In the event the product sold does not conform to the above standards, the buyer may return the product for correction or replacement at the seller's option and at the seller's expense. Services performed by the seller which do not conform to the above standards must be corrected by the seller at the seller's expense or make the appropriate correction within a reasonable time.

1.27 CONFLICT OF INTEREST

A. The Contractor agrees to certify that Anchorage School District employees, School Board members, or a member of their household are not in conflict of interest with the contract and Board Policy as follows (AR3311.1(e).1 Disclosure and Waiver of Conflict of Interest):

1. No Board member, employee, or a member of their household, shall acquire, directly or indirectly, an economic interest in a District or Municipal contract, or engage in business with the District or the municipality, unless the contract is competitively solicited and other requirements of Section 3311 of Board Policy and section 1.15 of the Anchorage Municipal Code are met.
2. The following acts and circumstances shall not be deemed to be in conflict with the performance of official duties if, at the earliest opportunity after having acquired such knowledge, the Board member or employee files a disclosure pursuant to AR3311.1(e).1 or requests and obtains a waiver pursuant to Board Policy AR3311.1(e).2:
 - a. Such person owns a sole proprietorship, or is a partner in a partnership, or is an officer, director, major shareholder (five percent (5%) or more of the outstanding shares) or has management control in a corporation that submits a bid, proposal or quotation to the District or attempts to enter or enters into a contract with the District;
 - b. Such person has any significant (five percent (5%) or more) financial interest in any sale, lease or rental to the District of any service or property and such person has knowledge that the District intends to purchase, lease or rent the property or service;
 - c. Such person wishes to sell or receive royalties on books or materials sold to the District for use in the school system for which the employee is the author;
 - d. Such person is an employee who has been providing private services to a child who transfers to a new school or class or advances to a higher grade and the child becomes a student in the class being taught/aided by his/her provider.

B. Board Members, District employees, and their household and/or immediate family members are required to comply with Board Policies and the Municipal Ethics Code by disclosing conflicts of interest.

1. When a board member, employee, or their household and/or immediate family member intends to do business with the District, the appropriate District and Municipal forms must be filed by the Board Member or District employee with the Municipal Clerk's Office and the Purchasing Department.

Note: *Notice of Intent To Respond To Public Solicitation* shall be filed with the Municipal Clerk's office in advance to allow a minimum of **7 calendar days to elapse between electronic publication by the clerk and the final date** for submitting a response to the solicitation. The form may be obtained from the Municipality of Anchorage website, www.muni.org.

District *Disclosure* and *Request for Waiver* forms and instructions may be obtained from the Purchasing Bid Information link under Quick Links on the ASD website, www.asdk12.org.

2. The responsibility for complete and timely filing rests solely with the Board Member or District employee.

- C. Copies of all conflict of interest and ethics code documents should be submitted with your quote.

1.28 CONTRACT INDUCEMENTS

- A. No payment, gratuity or offer of employment shall be made in connection with any contract, by or on behalf of the subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

1.29 GOVERNANCE

- A. This solicitation is an Invitation to Bid ("ITB") governed by applicable Anchorage School Board Policies, including Section 3311 of such Policies. Anchorage School Board Policies are available at <https://www.boardpolicyonline.com/?b=anchorage>

Offerors should read this ITB carefully and review all instructions contained herein. Incomplete or incorrect bids may be rejected as not conforming to the essential requirements of the ITB. Bids submitted on other than the prescribed forms contained in this ITB will be rejected. Bidders may copy the forms contained in the ITB for use in their bids, but substitute forms or formats are unacceptable. Electronic copies of the forms which bidders must submit as part of any bid, if any—if not provided with this ITB—may be obtained by contacting the Anchorage School District Purchasing Department. Forms shall not be altered except to supply requested bidder information.

1.30 APPRENTICESHIP UTILIZATION COMPLIANCE

- A. In order to be deemed a responsive bid/offer, bidders/offerors shall provide a signed notarized Apprenticeship Utilization Affidavit ("AUA") with their bid. ASD reserves the right to request the signed notarized AUA to be submitted within three (3) working days after bid submission. By doing this, bidders/offerors are confirming that they understand and agree that in all trades/crafts categories in which there is an Alaskan Federally Registered Apprenticeship Program, they will ensure that 15% of the aggregate hours in those trades' categories will be worked by apprentices, as mandated by Anchorage School Board Policy 3311.1.2. This applies to both prime contractor labor hours and subcontractor labor hours. By signing the AUA, bidders/offerors are confirming their understanding and agreement that ASD will request documentation to factually demonstrate compliance with the 15% Apprenticeship Utilization Policy ("AUP"), and conduct audits. Audits for projects will be conducted every 30 days. In addition to providing documentation to ASD to confirm that 15% of the labor hours worked in trades/crafts categories that have Alaskan Federally Registered Apprenticeship Program has been done by certified apprentices enrolled in such programs, the prime contractor will provide documentation to confirm that the apprentices listed on the documentation submitted are currently in good standing in their Alaskan Federally Registered Apprenticeship Program. Attached to the solicitation will be the current version of the Federally Registered Alaskan Apprenticeship Programs, which was provided to ASD by the Federal Department of Labor.
- B. Forms used to demonstrate compliance during the contract administration period are found in Section 00630 Construction Forms.
 - 1. List of Federally Registered Alaskan Apprenticeship Programs

- a. This list from the Federal Department of Labor will provide contractors with a list of Alaskan apprenticeship programs and crafts/trades categories that are subject to ASD's AUP.
2. Apprenticeship Utilization Form
 - a. The Prime Contractor will list the crafts/trades categories required to complete the project that have Alaskan Federally Registered Apprenticeship Programs. This list will include all crafts/trades categories for both the prime and subcontractors.
3. Apprenticeship Utilization Program Calculation Form
 - a. This form will be submitted by the prime contractors to demonstrate compliance with the apprenticeship utilization percentage for both prime and subcontractors on the project.
 - b. Audits will be performed when the hours submitted by the prime's and/or subcontractor's certified payroll exceed 500 hours. Audits will continue as per the schedule unless the prime's and the subcontractor's certified payroll does not meet the minimum threshold of 500 hours. Prime and Subcontractors will be required to submit certified payrolls during periods where very little work is being performed. This will continue until the minimum threshold of 500 hours is met and warrants an audit. Audits will be conducted from Site Available to Contractors through Final Completion on all projects awarded by the District in excess of \$100,000 at the time of bid.
4. Penalty Table
 - a. This table lists the penalties for non-compliance with the AUP.
- C. Prime Contractors are required to meet with Purchasing to discuss forms and processes of Apprentice Utilization Program prior to start of work.

END OF SECTION

PROJECT SCHEDULE MILESTONE DATES

Division 00
Section 00200

PROJECT SCHEDULE MILESTONE DATES

On-Site Visit	March 27, 2025
Pre-Bid Conference.....	March 28, 2025
Bid Opening	April 11, 2025
Board Meeting (anticipated).....	May 6, 2025, Non-Action, May 20, 2025, Action
Notice to Proceed (anticipated).....	June 6, 2025
Site Available to Contractor.....	June 6, 2025
Substantial Completion – Building	August 14, 2026
Final Completion	September 4, 2026

Dates of Interest:

School Ends for Students.....	May 21, 2025
Teachers Last Day	May 22, 2025
Memorial Day Holiday	May 26, 2025
Juneteenth Holiday	June 19, 2025
Independence Day Holiday	July 4, 2025
Teachers First Day	August 11, 2025
Students First Day.....	August 14, 2025
Labor Day	September 1, 2025
Indigenous Peoples Day	October 13, 2025
Parent Teacher Conferences	October 22 – 23, 2025
Thanksgiving Holiday	November 27 – 28, 2025
Winter Vacation.....	December 22, 2025 – January 2, 2026
Martin Luther King Holiday	January 19, 2026
Presidents Day Holiday.....	February 16, 2026
Spring Break Week	March 9 – 13, 2026
School Ends for Students.....	May 20, 2026
Teachers Last Day	May 21, 2026
Memorial Day Holiday	May 25, 2026
Juneteenth Holiday	June 19, 2026

The Contractor shall be required to plan, schedule, execute and complete all work under the contract in accordance with the Project Schedule Milestone Dates set forth under this Section 00200. The above listed Project Schedule Milestone Dates for Substantial Completion and Final Completion may not be altered by the Contractor, either to schedule or to achieve early completion of the project, without the express written consent of the Owner.

The bidder's attention is drawn to the requirements of Division 1, Section 01311 of the General Requirements entitled Project Schedule and to the Phasing Drawings for associated phasing information.

END OF SECTION

B. Alternate Number Two: Main gymnasium curtain divider replacement.

Adjust Base Bid by ADDING: \$_____ (In Numbers)

C. Alternate Number Three: Exterior Artwork.

Adjust Base Bid by ADDING: \$_____ (In Numbers)

D. Alternate Number Four: Replacement of retractable basketball hoops.

Adjust Base Bid by ADDING: \$_____ (In Numbers)

3. UNIT PRICES:

The following unit prices will be used at the discretion of the Owner for the addition or deletion of work not reasonably implied or not included in the Contract Documents. Unit prices must include all labor, material, overhead, and profit for each unit of work. All unit price work will be processed by Request for Proposal followed by a Change Order to the Contract when quantities are verified and agreed upon.

A. None

4. ALLOWANCES / ASSIGNMENTS:

A. None

5. ADDENDA ACKNOWLEDGMENT:

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

6. TIME OF COMPLETION:

The undersigned agrees to complete all work under this contract in accordance with the Project Schedule Milestone Dates set forth under Section 00200 hereof.

7. BID SECURITY:

A bid bond in the amount of five percent (5%) of the total amount of the base bid is attached in the sum of:

\$_____ (In Numbers)

which is to become the property of the Owner in the event the Performance Bond and Payment Bond are not executed within the time set forth in paragraph 10 of this section, as liquidated damages for the delay and additional work caused the Owner.

8. The undersigned agrees that upon receipt of the notice of acceptance of his bid, he will execute the formal contract, and will deliver all proper bonds and proof of insurance coverage as may be required by the contract documents.
9. The undersigned agrees to accept the Assignment of the Bid Allowance as set forth in Section 01031, Bid Allowances.
10. The undersigned further agrees to execute the formal contract within ten (10) days from the date of the notice of acceptance of this bid, and in case the undersigned fails or neglects to appear within the specified time to execute the contract, the undersigned will be considered as having abandoned the contract, and the bid bond accompanying this bid will be forfeited to the Owner by reason of such failure on the part of the undersigned.
11. The undersigned further agrees to commence with the work under the contract in accordance with the date of commencement of the Work established in the Notice to Proceed.
12. The undersigned further agrees that the bid security may be retained by the Owner and that said bid guarantee shall remain with the Owner until the contract has been executed by the Owner.
13. The undersigned has checked all of the above figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.
14. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive any informalities and irregularities in connection therewith. It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the date and time of opening.
15. The undersigned declares that the person or persons signing this Bid Form is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.
16. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this bid or the contract that may be entered into as a result of the bid and that in all respects the proposal is legal and firm, submitted in good faith without collusion for fraud.
17. It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this bid in awarding the contract to him and/or in the prosecution of the work required.

18. CONFLICT OF INTEREST:

I certify no member of the School Board or District employee, or spouse or other member of his/her household shall have any undisclosed interest as noted in paragraph entitled Conflict Of Interest (Section 00100). By and for the bidder:

Signature: _____

19. APPRENTICESHIP UTILIZATION AFFIDAVIT (FOR BIDS OVER \$100,000)

Pursuant to School Board Policy 3311.1.2, Use of Apprentices, I _____
the undersigned Principal for _____
on Solicitation _____ certify:

- A. I understand that Anchorage School District (“ASD”) School Board Policy 3311.1.2 states, “For capital maintenance and construction projects with an estimated total cost of more than \$100,000, the Anchorage School District shall require that no less than fifteen percent (15%) of the total hours worked on the project shall be performed by apprentices enrolled in a federally registered or State of Alaska-approved apprenticeship program. This requirement shall only apply to crafts for which an Alaskan federally registered apprenticeship program exists.”
- B. I will ensure that apprentices employed by the prime and sub-contractors, in the eligible trades categories, will provide no less than fifteen percent (15%) of the aggregate labor hours of those eligible trades categories.
- C. I understand that if awarded a contract in excess of \$100,000, ASD will audit the prime contractor at 30-day intervals. ASD reserves the right to audit at random intervals as needed.
- D. I understand ASD will conduct random site inspections to determine that employed apprentices are working at the project site.
- E. I understand that if I am awarded a contract ASD will require the following specific reporting requirements during the contract performance period to ensure that the 15% apprenticeship utilization requirement is met:
 - a. List of the apprentices the prime contractor intends to use to meet the utilization goal, and the Alaskan federally registered apprenticeship programs to which they belong (Apprenticeship Utilization Form);
 - b. List of the subcontractors that the prime contractor will use on this project;
 - c. List of the apprentices the subcontractor intends to use to meet the utilization goal required by the prime contractor, and the apprenticeship programs they belong to (Apprenticeship Utilization Form);
 - d. Submission of Apprenticeship Utilization Program Calculations Form, to be submitted by the prime contractor, at 30-day intervals for contracts exceeding \$100,000, consisting of a compliance spreadsheet, with supporting documents demonstrating compliance by both the prime contractor and all subcontractors, identifying the trades categories that are subject to the utilization requirement, apprentice employees used to meet the goals, and apprentice hours calculation showing compliance with the required 15% utilization when compared to total hours worked in the eligible trades categories.
- F. I understand a non-compliance penalty for projects exceeding \$100,000 will be assessed at each 30-day audit per the Penalty Table, if I am found to be non-compliant during the contract period.
 - a. Failure to comply at 1st 30-day audit will result in a penalty per the Penalty Table, which will be deducted from the prime contractor’s invoice.
 - b. Failure to comply in a consecutive 2nd 30-day audit will result in a penalty per the Penalty Table, which will be deducted from the prime contractor’s invoice.
 - c. Failure to comply in a consecutive 3rd 30-day audit will result in a penalty per the Penalty Table, which will be deducted from the prime contractor’s invoice.
 - d. Failure to comply in a consecutive 4th 30-day audit will result in a penalty per the Penalty Table, which will be deducted from the prime contractor’s invoice, and may result in a finding of non-responsibility on future bidding. (This penalty will repeat for any future non-compliance.)
- G. Application of the Penalty Table:
 - a. Advancement of penalties in the Penalty Table will only be assessed for consecutive non-compliance. If the contractor gets back into compliance, any future non-

compliance will be assessed at the beginning step of the Penalty Table, per the applicable contract threshold category.

H. Lack of Apprentice(s) availability:

- a. If a contractor is awarded a contract but cannot meet the apprenticeship utilization requirement, and fail an audit, the contractor will have the opportunity to request a waiver from the apprenticeship utilization requirement. A waiver will only be granted if the contractor can factually demonstrate that the cause was from a lack of available apprentices in eligible trades categories.

- I. ASD will provide the List of Alaskan Federal Registered Apprenticeship Programs, which contains the crafts/trades categories within those federally registered programs. Once per year, ASD will receive the updated List of Alaskan Federal Registered Apprenticeship Programs from the Federal Department of Labor to capture any new Alaskan Federally Registered Apprenticeship Programs that have been added, or to capture any that have been dissolved or discontinued. The List of Alaskan Federal Registered Apprenticeship Programs provided to ASD by the Federal Department of Labor will be posted on ASD's website, as contained in the solicitation, so contractors have access to it.

J. Definitions:

- a. **Alaskan Federally Registered Apprenticeship Programs** are programs approved by the Federal Department of Labor, US DOL Office of Apprenticeship.
- b. **Eligible Trades Categories** are the crafts/trades categories that fall under an Alaskan Federally Registered Apprenticeship Program. Eligible Trades Categories will be the categories measured for aggregate project hours and apprentice hours to establish the apprenticeship utilization percentage.
- c. **The List of Alaskan Federal Registered Apprenticeship Programs** is a current list provided by ASD to contractors that shows the Alaskan Federally Registered Apprenticeship Programs and the eligible trades categories under those programs. That current list will be the list in effect and in force during the issuance of the solicitation. Any changes to the list will affect future solicitations and will not be retroactive to prior solicitations.
- d. **Random Site Inspections** are defined as non-scheduled site inspections, in which ASD's representative will visit the project site to establish if apprentices are physically on-site. ASD will provide a minimum of 24 hours' notice to contractors prior to the site inspections.
- e. **Consecutive Non-Compliance** is when a contractor consecutively fails to meet the required apprenticeship utilization percentage. If a contractor fails an audit, but then passes the next audit, any future non-compliance will be addressed at the first step of the Penalty Table per the contract values in the table.
- f. **The Measurement of Aggregate Apprenticeship Utilization Hours** is defined by the following. Compliance will be audited at 30-day intervals for projects exceeding \$100,000. Each 30 day audit period will be measured independently for aggregate apprenticeship utilization hours. If a contractor does not meet the 15% apprenticeship utilization requirement in an audit period, a penalty will be assessed, per the penalty table. However, the deficiency in percentage of apprenticeship utilization hours, will not be carried forward from one audit period to the next. Contractors will only be required to meet the 15% apprenticeship utilization requirement in each audit period, which will be measured independently. In addition, if the aggregate hours for all audit periods for the entire project are 15% or greater, any previously assessed penalties for non-compliance in an audit period will be rescinded.
- g. **Finding of non-responsibility:** If ASD determines a contractor to be non-responsible, they will not be permitted to bid on ASD projects.

IN WITNESS WHEREOF, the signature of the undersigned Contractor has been hereunto set this _____ day of _____, 20____, at _____, Alaska.

Signature: _____

Printed Name: _____

I, _____, being first duly sworn, say that I am the agent for and executed the foregoing under authority of said company to do so; that I have read the same, know the contents thereof, and the matter set forth therein are as I truly believe.

Signature: _____

Subscribed and sworn to before me this _____ day of _____, 20____, at _____, Alaska.

Notary Public in and for: _____

My Commission Expires: _____.

20. LICENSE NUMBER(S):

Alaska Business License Number: _____

Alaska General or Specialty Contracting License Number: _____

Respectfully Submitted, this _____ day of _____, 20____.

Firm Name: _____

Federal Tax ID: _____

Address: _____

Signature: _____

Name (Typed): _____

Title: _____

CORPORATE SEAL (if applicable)

ENCLOSURES:

1. Bid Guarantee (in the form and amount specified or required, include Power of Attorney For Surety)

END OF SECTION

ASBESTOS ABATEMENT SUBCONTRACTOR'S CERTIFICATE OF INSURANCE

Division 00
Section 00420

ASBESTOS ABATEMENT SUBCONTRACTOR'S CERTIFICATE OF INSURANCE

PART 1. GENERAL

1.01 REFERENCE:

- A. As part of the Owner-Contractor Agreement (Document 00500), the Contractor shall cause its asbestos abatement subcontractor to submit a Certificate of Insurance on an Anchorage School District Form on which the Subcontractor's insurer certifies that the Subcontractor has insurance coverage to the same extent, with the same endorsements, and with the same limits and under the same conditions as those required of the Contractor pursuant to General Conditions of the Owner-Contractor Agreement, Article 11, with the exception of builder's risk insurance and umbrella liability insurance. The Contractor shall submit to the Owner the Subcontractor's completed Certificate of Insurance within five (5) days after the Owner's approval of the proposed Asbestos Abatement Subcontractor.

PART 2. (NOT USED)

PART 3. (NOT USED)

END OF SECTION

OWNER – CONTRACTOR AGREEMENT FORM

REFERENCE:

1. The form of agreement between the Owner and the Contractor shall be the form bound herein.
2. The Agreement shall be executed in duplicate.

CONTRACT NO. XXCXXXX
SCHOOL PROJECT TITLE
ITB 202X-8XX
ASD PROJECT NO.

Board Memo No.: N/A or NumberDate of Contract: Date of Contract

Company
Address
City, State, Zip

☐ Sole Proprietorship
☐ Partnership
☐ Incorporated in the
State of Alaska

OWNER: ANCHORAGE SCHOOL DISTRICT, ANCHORAGE ALASKA

CONTRACT FOR: ITB SCHOOL PROJECT TITLEAmount of Contract: Amount of Contract in words Dollars and No Cents

Base Bid:	\$xxx,xxx.xx
Additive Alternate 1:	\$xxx,xxx.xx
Siemens Allowance:	\$xxx,xxx.xx
Total:	\$xxx,xxx.xx

Statement of Work: The Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated in strict accordance with Contract Documents, all of which are made a part of this Contract and designated as follows:

CONTRACT DOCUMENTS

- I. This Contract, consisting of two (2) pages.
- II. Section 00620 Performance Bond and Payment Bond, consisting of nine (9) pages, dated (date of contract) and attached Power of Attorney for Surety.
- III. Contractor signed Bid Form, Section 00300 and signed Addendum/a consisting of four (4) or five (5) pages.
- IV. Alaska Sex Offender/Child Kidnapper Registry Contractor Certification consisting of one (1) page.
- V. Certificates of Insurance.
- VI. Invitation to Bid (number) Project Manual dated (date) and all Drawings are hereby incorporated by reference as if in full text.

In the event of a conflict between any of the Contract Documents and the provisions of any purchase order of materials or service request issued in connection with this Contract, the provisions of the Contract Documents shall prevail.

Work shall be started in accordance with the Notice to Proceed. Time being of the essence, work shall be completed in accordance with the Project Schedule Milestone Dates set forth under Section 00200 thereof.

The ASD Project Manager for this Contract is: Insert Name of Project Manager Cell (907) XXX-XXXX, Office (907) XXX-XXXX and insert email address.

The attached performance and payment bond is in due form according to law, and is hereby approved.

Anchorage School District Attorney

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of this date entered on the first page hereof.

ANCHORAGE SCHOOL DISTRICT

CONTRACTOR BUSINESS NAME

David Whiting, Date
Senior Director of Purchasing/Warehouse

Contractor Signature Date

Contractor Print Name and Title

Corporate Seal

Account Code(s):

BID BOND FORM

REFERENCE:

1. If the Bid Guarantee is submitted on Bond Form, the Bid Bond shall be the form as bound herein.

BID BOND

KNOW ALL MEN BY THESE PRESENT that we, _____ as
Contractor

PRINCIPAL, and _____, a corporation duly organized under the laws
Surety

of the State of _____, as SURETY/OBLIGOR authorized to transact surety business in the
state of Alaska, are held and firmly bound unto the ANCHORAGE SCHOOL DISTRICT, as OBLIGEE, in
the amount of 5% of the Base Bid Amount for payment whereof PRINCIPAL and SURETY bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the PRINCIPAL is herewith submitting its proposal for _____

The condition of this obligation is such that if the PRINCIPAL will, within the time required, enter into a
formal contract, and give a good and sufficient bond to secure the performance of the terms and conditions
of the contract, then this Obligation to be void; otherwise, the PRINCIPAL and SURETY will pay unto the
OBLIGEE the amount stated above.

OWNER

Anchorage School District
4919 Van Buren Street
Anchorage, Alaska 99517

CONSTRUCTION PROJECT

Solicitation No.: _____

Location: _____

CONTRACTOR

Name: _____

Address: _____

City/State: _____

SURETY

Name: _____

Address: _____

City/State: _____

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution of this bond on the _____
day of _____, 20____.

PRINCIPAL

SURETY

Contractor Name

Corporate Surety Name (Seal)

By: _____
Signature

By: _____
Signature

Typed Name and Title

Typed Name, Attorney-in-fact

WITNESS AS TO PRINCIPAL

Note: Attach Power of Attorney for Surety Signator.

END OF SECTION

PERFORMANCE BOND AND PAYMENT BOND

REFERENCE:

1. The Performance Bond and Payment Bond shall be the forms as bound herein.

CONSTRUCTION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT that we, _____ as
Contractor

PRINCIPAL, and _____, a corporation duly organized under the laws
Surety

of the State of _____, as SURETY/OBLIGOR authorized to transact surety business in the
state of Alaska, are held and firmly bound unto the ANCHORAGE SCHOOL DISTRICT, as OBLIGEE, in
the amount

of _____
_____ Dollars

(\$ _____), for payment whereof PRINCIPAL and SURETY bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these present.

This Construction Performance Bond ("Bond") is entered into by and between the undersigned parties to
ensure the faithful performance of the Construction Contract listed below.

OWNER

Anchorage School District
4919 Van Buren Street
Anchorage, Alaska 99517

CONSTRUCTION PROJECT

Solicitation No.: _____
Location: _____

BOND

Number: _____
Date: _____
Amount: _____

CONSTRUCTION CONTRACT

Number: _____
Date: _____
Amount: _____

CONTRACTOR

Name: _____
Address: _____
City/State: _____

SURETY

Name: _____
Address: _____
City/State: _____

PERFORMANCE BOND AND PAYMENT BOND

Division 00

Section 00620

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof of two (2) original counterparts as the _____ day of _____, 20____.

PRINCIPAL

Contractor Name

Signature

Typed Name and Title

SURETY

Corporate Surety Name (Seal)

Signature

Typed Name, Attorney-in-fact

WITNESS AS TO PRINCIPAL

Note: Attach Power of Attorney for Surety Signator.

CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS

1. The CONTRACTOR and the SURETY, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If the CONTRACTOR completely and properly performs all of its obligations under the Construction Contract, the SURETY and the CONTRACTOR shall have no obligation under this Bond.
3. If there is no OWNER Default, the SURETY's obligation under this Bond shall arise after:
 - a. OWNER has declared a CONTRACTOR Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - b. The OWNER has agreed to pay the Balance of the Contract Sum to:
 - i. The SURETY in accordance with the terms of this Bond and the Construction Contract; or
 - ii. A contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When the OWNER has satisfied the conditions of Paragraph 3, the SURETY shall promptly (within thirty (30) days) and at the SURETY's expense elect to take one of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Construction Contract (but OWNER may withhold consent, in which case the SURETY must election option 4b, 4c or 4d, below); or
 - b. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids from qualified contractors acceptable to OWNER for a contract for performance and completion of the Construction Contract, and, upon determination by OWNER of the lowest responsive and responsible bidder, arrange for a contract to be prepared for execution by OWNER and the contractor selected with OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified SURETY equivalent to the bonds issued on the Construction Contract; and, if the SURETY's obligations defined in Paragraph 6 exceed the Balance of the Contract Sum, then the SURETY shall pay to OWNER the amount of such excess; or
 - d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and, with reasonable promptness under the circumstances and after investigation and consultation with OWNER, determine in good faith the amount for which it may then be liable to OWNER under Paragraph 6 for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to OWNER with full explanation of the payment's calculation. If OWNER accepts the SURETY's tender under this paragraph 4.d, OWNER may still hold SURETY liable for future damages then unknown or unliquidated resulting from the CONTRACTOR Default. If OWNER disputes the amount of the SURETY's tender under this paragraph 4.d, OWNER may exercise all remedies available to it at law to enforce the SURETY's liability under paragraph 6.

5. If the SURETY does not proceed as provided in Paragraph 4, then the SURETY shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from OWNER to the SURETY demanding that the SURETY perform its obligations under this Bond. At all times OWNER shall be entitled to enforce any remedy available to OWNER at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. The SURETY's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, the SURETY's obligations under this Bond are commensurate with the obligations of the CONTRACTOR under the Construction Contract. The SURETY's obligations shall include but are not limited to:
 - a. The responsibilities of the CONTRACTOR under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - b. The responsibilities of the CONTRACTOR under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities or other damages;
 - c. Additional legal, design professional and delay costs resulting from the CONTRACTOR Default or resulting from the actions or failure to act of the SURETY under Paragraph 4.
7. No right of action shall accrue on this Bond to any person or entity other than OWNER or its heirs, executors, administrators, or successors.
8. The SURETY hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The SURETY consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate SURETY on this Bond or in any way affect the obligations of SURETY on this Bond.
9. Any proceeding, legal or equitable, under the Bond shall be instituted in the Superior Court for the State of Alaska, Third Judicial District.
10. Notice to the SURETY, OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the front page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
 - a. Balance of the Contract Sum: The total amount payable by OWNER to the CONTRACTOR pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
 - b. Construction Contract: The agreement between OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

PERFORMANCE BOND AND PAYMENT BOND

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- c. CONTRACTOR Default: Material failure of the CONTRACTOR which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, including but not limited to, the provisions of Article 14 of the General Conditions of the Construction Contract.
- d. OWNER Default: Material failure of OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted CONTRACTOR Default and is sufficient to justify CONTRACTOR termination of the Construction Contract.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT that we, _____ as
Contractor

PRINCIPAL, and _____ a corporation duly organized under the laws
Surety

of the State of _____, as SURETY/OBLIGOR authorized to transact surety business in the
state of Alaska, are held and firmly bound unto the ANCHORAGE SCHOOL DISTRICT, as OBLIGEE, in
the amount

of _____ Dollars

(\$ _____), for payment whereof PRINCIPAL and SURETY bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these present.

This Payment Bond ("Bond") is entered into by and between the undersigned parties to ensure the faithful
performance of the Construction Contract listed below.

OWNER

Anchorage School District

4919 Van Buren Street

Anchorage, Alaska 99517

CONSTRUCTION PROJECT

Solicitation No.: _____

Location: _____

BOND

Number: _____

Date: _____

Amount: _____

CONSTRUCTION CONTRACT

Number: _____

Date: _____

Amount: _____

CONTRACTOR

Name: _____

Address: _____

City/State: _____

SURETY

Name: _____

Address: _____

City/State: _____

PERFORMANCE BOND AND PAYMENT BOND

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IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof of two (2)

original counterparts as the _____ day of _____, 20_____.

PRINCIPAL

Contractor Name

Signature

Typed Name and Title

SURETY

Corporate Surety Name (Seal)

Signature

Typed Name, Attorney-in-fact

WITNESS AS TO PRINCIPAL

Note: Attach Power of Attorney for Surety Signator.

PAYMENT BOND TERMS AND CONDITIONS

The condition of this obligation is such that if the PRINCIPAL shall promptly make payment to all Claimants who furnish labor or materials in the prosecution of the Work provided for in the Construction Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

This Bond has been furnished to comply with Alaska Statute 36.25.010, and to allow enforcement rights pursuant to Alaska Statute 36.25.020. Any provisions in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory requirements shall be deemed incorporated herein.

The SURETY hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The SURETY consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate SURETY on this Bond or in any way affect the obligations of SURETY on this Bond.

END OF SECTION

SAMPLE FORMS AND CERTIFICATES

A. GENERAL

A.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Comply with the contract conditions requirements and specified administrative procedures in closing-out work.

A.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Section 01700: Project Close-out
- B. General and Supplementary General Conditions

A.03 APPLICATION AND CERTIFICATE FOR PAYMENT

- A. Use Anchorage School District Form 100, 100A, 100B, and 100C attached herein.

A.04 CERTIFICATION OF SUBSTANTIAL COMPLETION

- A. Use Anchorage School District Form 101 attached herein.

A.05 CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

- A. Use Anchorage School District Form 102 attached herein.

A.06 RELEASE ON CONTRACTS

- A. Use Anchorage School District Form 103 attached herein.

A.07 CONSENT OF SURETY COMPANY TO FINAL PAYMENT

- A. Use Anchorage School District Form 104 attached herein.

A.08 CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

- A. Use Anchorage School District Form 105 attached herein.

A.09 CERTIFICATES OF INSURANCE

- A. The contractor's Certificate of Insurance shall be on an industry standard form with, as a minimum, the categories and clauses on the Accord form with contractual clauses for contract number and description, subrogation waiver, additional insured and cancellation notification.

A.10 REQUEST FOR INFORMATION

- A. Contractor's requests for information shall be on Anchorage School District request for information forms.

A.11 PRIME CONTRACT POTENTIAL CHANGE ORDER (PCO)

- A. Proposals will be executed on Anchorage School District PCO forms.

A.12 CERTIFICATE OF COMPLIANCE

- A. The Contractor shall submit a notarized Certificate of Compliance, contained in this section, with his application for Final Payment.

A.13 WARRANTY OF WORK

- A. The Contractor shall furnish to the Owner a notarized Warranty of Work after Final Payment, contained in this section, with his application for Final Payment.

A.14 AHERA EXCLUSION DOCUMENT

- A. The Contractor shall furnish to the Owner a signed AHERA Exclusion Document, contained in this section, with his application for Final Payment.

A.15 PRIME CONTRACT CHANGE ORDER (PCCO)

- A. Change Orders/Contract Modifications will be executed on Anchorage School District PCCO forms.

A.16 CONTRACTOR'S QUALITY CONTROL REPORT (CQC)

- A. The Contractor shall complete the CQC Report in accordance with Section 01400.

A.17 DEPARTMENT OF LABOR NOTICE OF WORK

- A. The Contractor shall furnish to the Department of Labor a Notice of Work prior to start of construction.

A.18 DEPARTMENT OF REVENUE TAX CLEARANCE REQUEST FORM

- A. For projects funded through the Department of Education (debt reimbursement or DEED grants), the Contractor shall furnish to the Owner a Tax Clearance Request Form approved by the Department of Revenue, contained in this section, with his application for Final Payment.

A.19 DEPARTMENT OF LABOR TAX CLEARANCE REQUEST FORM

- A. For projects funded through the Department of Education (debt reimbursement or DEED grants), the Contractor shall furnish to the Owner a Tax Clearance Request Form approved by the Department of Labor, contained in this section, with his application for Final Payment.

A.20 SUBMITTAL CONTROL FORM

- A. Submittals will be executed on Anchorage School District Submittal Control Forms.

A.21 STATE OF ALASKA SEX OFFENDER/CHILD KIDNAPPER REGISTRY CONTRACTOR CERTIFICATION

- A. Contractor certifies contractor is familiar with and is in compliance with Anchorage School Board Policy 3515.5, that no employee or agent of contractor who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state in which the

employee or agent previously lived or worked, and that, to contractors knowledge, no employee or agent is a convicted sex offender or child kidnapper.

A.22 STATE OF ALASKA SEX OFFENDER/CHILD KIDNAPPER REGISTRY SUBCONTRACTOR CERTIFICATION

- A. Subcontractor certifies subcontractor is familiar with and is in compliance with Anchorage School Board Policy 3515.5, that no employee or agent of subcontractor who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state in which the employee or agent previously lived or worked, and that, to subcontractors knowledge, no employee or agent is a convicted sex offender or child kidnapper.

A.23 STATE OF ALASKA SEX OFFENDER/CHILD KIDNAPPER REGISTRY SUB-SUBCONTRACTOR CERTIFICATION

- A. Sub-subcontractor certifies sub-subcontractor is familiar with and is in compliance with Anchorage School Board Policy 3515.5, that no employee or agent of sub-subcontractor who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state in which the employee or agent previously lived or worked, and that, to sub-subcontractors knowledge, no employee or agent is a convicted sex offender or child kidnapper.

A.24 LIST OF FEDERALLY REGISTERED ALASKAN APPRENTICESHIP PROGRAMS

- A. This list from the Federal Department of Labor will provide contractors with the list Alaskan apprenticeship programs and crafts/trades categories that are subject to ASD's AUP.

A.25 APPRENTICESHIP UTILIZATION FORM

- A. The Prime Contractor will list the crafts/trades categories required to complete the project that have Alaskan Federally Registered Apprenticeship Programs. This list will include all crafts/trades categories for both the prime and subcontractors.

A.26 APPRENTICESHIP UTILIZATION PROGRAM CALCULATION FROM

- A. This form will be submitted by the prime contractors to demonstrate compliance with the apprenticeship utilization percentage for both prime and subcontractors on the project.

A.27 PENALTY TABLE

- A. This table lists the penalties for non-compliance with the AUP.

ANCHORAGE SCHOOL DISTRICT APPLICATION FOR PAYMENT		Contract #: Application #: Application date: Period to:																						
Project Name: ITB/RFP No.: Name of Contractor: Address:	COMPUTATION OF PAYMENT DUE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(a) Original contract amount (ASD 100A)</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>(b) Net Change by Change Orders (ASD 100B)</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>(c) Adjusted contract amount to date (a+b)</td> <td style="text-align: right;">-</td> </tr> <tr> <td>(d) Work Completed to Date (ASD 100B)</td> <td style="text-align: right;">-</td> </tr> <tr> <td>(e) Materials Stored (ASD 100B)</td> <td style="text-align: right;">-</td> </tr> <tr> <td>(f) Total Completed and Stored To Date (d+e)</td> <td style="text-align: right;">-</td> </tr> <tr> <td>(g) Less: amount retained in accordance with contract terms</td> <td style="text-align: right;">-</td> </tr> <tr> <td>(h) Net amount earned on contract work to date (f-g)</td> <td style="text-align: right;">-</td> </tr> <tr> <td>(i) Less: amount of previous payments (ASD 100B)</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>(j) CURRENT PAYMENT DUE (h-i)</td> <td style="text-align: right; border: 2px solid black;">\$ -</td> </tr> <tr> <td>(k) Balance to Finish (c-h)</td> <td style="text-align: right;">\$ -</td> </tr> </table>		(a) Original contract amount (ASD 100A)	\$ -	(b) Net Change by Change Orders (ASD 100B)	\$0.00	(c) Adjusted contract amount to date (a+b)	-	(d) Work Completed to Date (ASD 100B)	-	(e) Materials Stored (ASD 100B)	-	(f) Total Completed and Stored To Date (d+e)	-	(g) Less: amount retained in accordance with contract terms	-	(h) Net amount earned on contract work to date (f-g)	-	(i) Less: amount of previous payments (ASD 100B)	\$0.00	(j) CURRENT PAYMENT DUE (h-i)	\$ -	(k) Balance to Finish (c-h)	\$ -
(a) Original contract amount (ASD 100A)	\$ -																							
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(g) Less: amount retained in accordance with contract terms	-																							
(h) Net amount earned on contract work to date (f-g)	-																							
(i) Less: amount of previous payments (ASD 100B)	\$0.00																							
(j) CURRENT PAYMENT DUE (h-i)	\$ -																							
(k) Balance to Finish (c-h)	\$ -																							
CERTIFICATION OF CONTRACTOR According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application for Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that payment has been made for all materials received and work performed for which previous pay applications were approved; that no part of the "Balance Due This Payment" has been received and that it is currently due.																								
By _____ (Contractor) _____ (Signature of Authorized Representative) Date _____ Title: _____																								
CERTIFICATION OF ARCHITECT According to the best of my knowledge and belief, and based on on-site observations, I certify that the work completed as shown on ASD 100B has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Current Payment Due shown above.																								
APPROVED FOR PAYMENT Date _____ (Signature of Architect) Date _____ (ASD Project Manager)																								

ASD 100 (1/15)

[illegible]

[illegible]ASD# 100B (1/15) Continuation
Sch. of Values/
Work CompletedPage 1
of Detail Schedule

[illegible]ASD# 100B (1/15) Continuation
Sch. of Values/
Work CompletedPage 2
of Detail Schedule

ANCHORAGE SCHOOL DISTRICT APPLICATION FOR PAYMENT Schedule of Stored Materials			
Project Name: ITTB/RFP No.: Name of Contractor:		Contract #: Application #: Application date: Period to:	
INVOICE #	VENDOR	DESCRIPTION	AMOUNT STORED AT END OF THIS PERIOD
TOTAL STORED MATERIALS			\$

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____ Contract Number: _____

Contractor: _____ Contract Date: _____

Architect: _____ Date of Issuance: _____

Owner: ANCHORAGE SCHOOL DISTRICT
1301 Labar Street
Anchorage, Alaska 99515

Project Description:

The work performed under this contract has been reviewed and found to be substantially complete. The date of Substantial Completion is hereby established as: _____

Definition of Date of Substantial Completion:

The date of substantial completion of the project is the date certified by the Owner when the work is substantially complete in accordance with, and defined in the Contract Documents.

A list of items to be completed or corrected, prepared by the Owner and verified and amended by the Architect is appended hereto. The failure to include any items or such list does not alter the responsibility of the Contractor to complete the project in accordance with the Contract Documents.

The Contractor will complete or correct the work on the list of items appended hereto within 30 days from the date of substantial completion.

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities, and insurance shall be as follows: _____

In reliance upon the certification of the Contractor and the Architect, the Owner hereby accepts the project as substantially complete. In accordance with the Contract Documents, the Owner hereby elects to assume occupancy of _____

_____ at _____ a.m./p.m. on
_____.

Owner: **ANCHORAGE SCHOOL DISTRICT**

By: _____ Title: _____ Date: _____

Architect: _____

By: _____ Title: _____ Date: _____

Contractor: _____

By: _____ Title: _____ Date: _____

ASD 101 (01/03)

**CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
ANCHORAGE SCHOOL DISTRICT**

WHEREAS, by the terms of a contract dated _____ entered into by the
Anchorage School District, and _____ for the construction of _____

The undersigned, pursuant to the General Conditions of the Contract for the construction, _____, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the District or his property might in any way be held responsible.

EXCEPTIONS:

IN WITNESS WHEREOF, the seal of the undersigned Contractor have been hereunto set this

day of

, at

By

being first duly sworn, say that I am the agent for and executed the foregoing under authority of said company to do so; that I have read the same, know the contents thereof, and the matters set forth therein are as I truly believe.

By

Subscribed and sworn to before me this _____ day of

, at

Notary Public in and for

My Commission Expires _____

RELEASE ON CONTRACT
ANCHORAGE SCHOOL DISTRICT

WHEREAS, by the terms of a contract dated _____ entered into by the Anchorage School District, and _____ for the construction of _____,

it is provided that:

"Neither the final payment nor the remaining retained percentage shall become due until the Contractor shall provide the Owner (1) with a waiver and release of liens, on the forms provided by the Owner, executed by the Contractor..."

NOW THEREFORE, in consideration of the premises and the payment by the Anchorage School District to the undersigned Contractor of the amounts due under the contract and any changes or modifications thereto, to wit, the sum

of \$ _____ Dollars,
(Numbers) (In Words)

the undersigned Contractor hereby releases and forever discharges the Anchorage School District including its property, particularly that real property known as the

_____ of the Anchorage School District, of and from all manner of debts, dues and sum or sums of money, accounts, claims, and demands whatsoever, in Law and in equity, under or by virtue of said contract, and warrants good title to all material, supplies and equipment installed or incorporated in the project and all work delivered to the premises, together with all improvements and appurtenances constructed thereon by:

_____ to the Anchorage School District free of any claims, liens or encumbrances. Neither the undersigned nor any person, firm or corporation furnishing material or labor for any work covered by this Contract has any right to a lien upon the premises nor improvement thereon, except:

—

IN WITNESS WHEREOF, the signature of the undersigned Contractor has been hereunto set this

_____ day of _____, 20____, at _____, Alaska.

Signature: _____

Printed Name: _____

I, _____, being first duly sworn, say that I am the agent for and executed the foregoing under authority of said company to do so; that I have read the same, know the contents thereof, and the matters set forth therein are as I truly believe.

Signature: _____

Subscribed and sworn to before me this _____ day of _____, 20____, at _____, Alaska.

Notary Public in and for _____

My Commission Expires: _____.

ASD Form 103

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

PROJECT: _____

PROJECT NUMBER: _____

CONTRACTOR: _____

CONTRACT DATE: _____

TO: Anchorage School District

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above:

_____ (Surety Company)

on bond of

_____ (Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Anchorage School District, Owner as set forth in said Surety Company's bond. Surety expressly agrees that any and all valid claims of sub-Contractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in a timely manner

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this

_____ day of _____, 20____.

Name of Surety Company

Attest

Signature of Authorized Representative

Title

ASD 104

**CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE
ANCHORAGE SCHOOL DISTRICT**

PROJECT:

PROJECT NUMBER:

TO: Anchorage School District

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above,
the:

_____ (Surety Company)

on bond of

_____ (Contractor)

HEREBY APPROVES OF THE REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE to the Contractor
as follows:

The surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the
Surety of any of its obligations to **ANCHORAGE SCHOOL DISTRICT, OWNER**

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this
day of .

Name of Surety Company

Attest

Signature of Authorized Representative

Title

ASDF Form 105

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		NAIC #
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
			GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
			AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
			EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Anchorage School District

Facilities Maintenance
1301 Labar Street
Anchorage, Alaska 99515

Phone: (907) 348-5215
Fax: (907) 348-5227

REQUEST FOR INFORMATION

No.

TITLE:

DATE:

PROJECT:

Project No.:

TO:

REQUEST:

ANSWER:

Answered By:

Printed Name

Signature

Date

This is not an authorization to proceed with any work involving additional cost and / or time.

Notification must be given in accordance with Contract Documents if any clarification, variation or Architects/Engineers responses cause any change to the Contract Documents.

ANCHORAGE SCHOOL DISTRICT USE ONLY:

Is this Request for Information associated with an Request for Proposal?

Reviewed By:

Yes ____ No ____

Signed:

Date:

Request for Proposal #

Project Manager



Capital Planning & Construction
1301 Labar St
Anchorage, Alaska 99515
Phone: (907) 348-5284
Fax: (907) 348-5227

Project:

PCO #XXX

Prime Contract Potential Change Order #XXX: Name

TO:	FROM:
PCO NUMBER/REVISION:	CONTRACT:
REQUEST RECEIVED FROM:	CREATED BY:
STATUS:	CREATED DATE:
REFERENCE:	PRIME CONTRACT CHANGE ORDER:
FIELD CHANGE:	CHANGE ORDER REQUEST:
LOCATION:	ACCOUNTING METHOD:
SCHEDULE IMPACT:	PAID IN FULL:
CHANGE REASON:	TOTAL AMOUNT:

Within seven (7) days, submit an itemized proposal.

Provide labor, material, equipment, and supervision necessary to complete changes to project as represented by the documentation indicated below. The quoted price shall include all direct and indirect costs (additive and deductive) associated with and resulting from this work, per the General Conditions of the Contract. Provide lump sum proposal properly itemized and supported by sustaining data to permit evaluation. The quoted price shall be considered full compensation and include all delay, impact, and actual cost associated with the resulting changes from this extra work.

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

ATTACHMENTS:

APPROVAL			
By:		By:	
Project Manager	Date	Contractor	Date
By:		By:	
Construction Supervisor		Senior Director of CP&C	
Date:		Date:	
Required if amount exceeds \$10,000		Required if amount exceeds \$50,000	

Capital Planning & Construction

page 1 of 1

CERTIFICATE OF COMPLIANCE

No final payment shall be made until the Contractor shall file with the Owner, prior to acceptance of the work, a notarized Certification of Compliance in the following form:

The Contractor does hereby certify that all work has been performed and materials supplied in accordance with the Drawings, Specifications and Contract Documents for the above work, and that:

No less than the prevailing rates of wages as ascertained by the governing body of the Contracting Agency has been paid to laborers, workmen and mechanics employed on this work;

There have been no unauthorized substitutions of Subcontractors; nor have any subcontracts been entered into without prior notice having been submitted to the Owner prior to the start of such subcontracted work;

No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to the Owner together with the names of all Subcontractors;

All claims for material and labor and other paid service performed in connection with these specifications have been paid;

All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission, Hospital Associations and/or others have been paid.

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this

_____ day of _____, 20__.

(Firm Name)

(Signature)

(Title)

(Attest)

(SEAL IF BIDDER IS A CORPORATION)

As determined necessary, evidence of compliance may be required to be submitted with and made a part of this Certificate of Compliance.

WARRANTY OF WORK

Prior to Final Payment, the Contractor shall furnish to the Owner a Warranty of Work in the following form:

The Contractor does hereby warrant all work and materials to be in full and complete accordance with the Contract Documents and Agreement between Owner and Contractor, and requirements appertaining thereto; that all work and materials are free from any and all defects and imperfections, and fully suitable for the use and purposes for which each and every part is intended. The Contractor also agrees that, should any defect develop or appear which the Project Manager or Owner's Representative finds was Not caused by improper use, the Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material without any cost to the Owner and will save the Owner harmless against any claim, demand, loss or damage by reason of any breach of this warranty.

The period of this warranty shall commence on the date of Substantial Completion.

The warranty shall continue to be in full force and effect for the period of one (1) year, except for those items for which a longer period of warranty is specifically stated in the Warranties for work in Technical Sections of the Specifications.

Warranties for work stated in Technical Section shall continue in full force and effect for the respective periods expressly stated.

In WITNESS WHERE, the undersigned has signed and sealed this instrument this

_____ day of _____, 20__.

(Firm Name)

(Signature)

(Title)

(Attest)

(SEAL IF BIDDER IS A CORPORATION)

AHERA Exclusion Document

Contractor's Verification of Asbestos-Free Construction

Project: _____ Project Number: _____

Contractor: _____ Date: _____

To: Anchorage School District
Facilities Coordinator,
AHERA LEA Designated Person

To the best of our knowledge, no asbestos-containing building materials were installed in this project.

Attest: _____
Signature of Authorized Representative

Title



Capital Planning & Construction
 1301 Labar St
 Anchorage, Alaska 99515
 Phone: (907) 348-6264
 Fax: (907) 348-6227

PCCO #XXX

Project:

Prime Contract Change Order #XXX:

TO:	FROM:
DATE CREATED:	CREATED BY:
CONTRACT STATUS:	REVISION:
DESIGNATED REVIEWER:	REVIEWED BY:
DUE DATE:	REVIEW DATE:
CONTRACTUAL COMPLETION DATE:	
SCHEDULE IMPACT:	EXECUTED:
CONTRACT FOR:	TOTAL AMOUNT:
DESCRIPTION:	
ATTACHMENTS:	

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Issue	Description	Cost
TOTAL:			\$ 0.00

CHANGE ORDER LINE ITEMS: reason

Original contract sum	\$
Previously authorized change orders	\$
Previous contract amount	\$
Current change order amount	\$
New contract sum	\$
Percent of original contract sum	

Contractor _____ DATE _____

Senior Director of Purchasing/Warehouse _____ DATE _____

Capital Planning & Construction

page 1 of 1

SAMPLE FORMS AND CERTIFICATES

Division 00

Section 00630

CONTRACTOR'S QUALITY CONTROL REPORT (CQC)		DATE	REPORT NO.
CONTRACT NO. AND NAME OF CONTRACTOR		DESCRIPTION AND LOCATION OF THE WORK:	
WEATHER CLASSIFICATION:			CLASSIFICATION:
CLASS A	No interruption of any kind from weather conditions occurring on this or previous shifts.	CLASS _____	
CLASS B	Weather occurred during this shift that caused a complete stoppage of all work.	TEMPERATURE:	
		MAX _____ MIN _____	
CLASS C	Weather occurred during this shift that caused a partial stoppage of work.	PRECIPITATION:	
CLASS D	Weather overhead excellent or suitable during shift. Work completely stopped due to results of previous adverse weather.		
CLASS E	Weather overhead excellent or suitable during shift but work partially stopped due to previous adverse manner.		
OTHER	Explain.	INCHES _____	
CONTRACTOR/SUBCONTRACTORS AND AREA OF RESPONSIBILITY FOR WORK PERFORMED TODAY: (Attach list of items of equipment either idle or working as appropriate.)			
a. _____			
b. _____			
c. _____			
d. _____			
e. _____			
f. _____			
g. _____			
h. _____			
1. WORK PERFORMED TODAY: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in Table above.)			
2. TYPE AND RESULTS OF INSPECTION: (Indicate whether P-Preparatory, I-Initial, or F-Follow-up and include satisfactory work completed or deficiencies with action to be taken.)			

3. TESTS REQUIRED BY PLANS AND/OR SPECIFICATIONS PERFORMED AND RESULTS OF TESTS:
4. QUALITY CONTROL REPORTS (items requiring special inspections):
5. VERBAL INSTRUCTIONS RECEIVED: (List any instructions given by Owner on construction deficiencies, retesting required, etc., with action to be taken.)
6. REMARKS: (Cover any conflicts in plans, specification or instructions: acceptability of incoming materials; offsite surveillance activities; progress of work, delays, causes and extent thereof; days of no work with reasons for same.)
CONTRACTOR'S CERTIFICATION: I certify that the above report is complete and correct and that all material and equipment used, work performed and tests conducted during this reporting period were in strict compliance with the contract plans and specifications except as noted above. _____ CONTRACTOR'S APPROVED AUTHORIZED REPRESENTATIVE

Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
www.labor.state.ak.us/lss/lss.htm

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.

ENTER YOUR FAX # _____
AND LIST YOUR MAILING ADDRESS BELOW

Contractor, company or agency name, address, city, state & ZIP + 4

NOTICE OF WORK

Filing Fee Required

Project name	
Specific site description	
Contract awarding agency	
Address	
City	State ZIP + 4
Contract awarding agency contact person Phone #	
Location and city where work is to be performed	
Date work to begin (m/d/y)	Do you intend to use subcontractors? ☐ Yes ☐ No
Final Bid Date	Contract #

Primary contractor (has contract with the public agency)			
List all contractors & subcontractors (Attach extra sheet if necessary)		Type of work	Amount of subcontract
CERTIFICATION: I hereby certify that the above information is correct. Enclosed is the filing fee computed at 1% of the total amount of all my subcontractors on this project. This amount includes the contract value for the primary contractor. I understand that the maximum fee I am required to pay is \$5,000. I further certify that all contractors shall be made aware of the requirements of AS 36.05.010 - .110 and AS 36.10.007 - .990 before working.		Total value of subcontracts	\$
			+
		Value of work performed by primary contractor	\$
		Amount subject to fee	\$
			Multiply by .01
		Total fee enclosed =	\$
		ROUND FEES TO NEAREST DOLLAR	
Signature _____ Date _____ Title _____ Fax # _____ Phone # _____		For Dept. Use Only Amount: _____ Check Number: _____ Cash _____ Received By: _____ Date: _____ Credit Card Confirmation _____ Visa _____ MC _____ Project Name _____ DOLWD Project # _____	
For Dept. Use Only Accepted: By _____ Department of Labor and Workforce Development		Wage & Hour date-stamped copy of this form will serve as temporary receipt.	

How to expedite the processing of your form:

Acceptance of this notice will be based on the information provided by the primary contractor.

ERRORS THAT CAUSE REJECTION

No fee included or incorrect amount. If total contract amount is less than \$25,000 no filing fee is required. Contract amounts paid to owner/operators with no employees are exempt from the fee. **The maximum total filing fee for any one project is \$5,000.00.**

Missing – Enter the “time and materials” if applicable. The exact dollar amount will be required on the Notice of Completion to be filed when the project is done.

Missing – The name of each subcontractor and the amount or estimated amount of the subcontract is required. Enter the “time and materials” if applicable. The exact dollar amount will be required on the Notice of Completion to be filed when the project is done.

Missing – Notice of Work must be signed by an authorized representative.

FILING INSTRUCTIONS

If there is not enough space to list all contractor/subcontractor information, attach additional sheets.

A Wage and Hour Administration (WH) date-stamped copy of this form will serve as a temporary receipt, while the acceptance of fees is processed. WH will mail or fax the accepted copy of this notice to the organization provided on the front of this form. Make a copy for your records. This will serve as your notice that the fees paid have been accepted by WH.

For questions call the nearest WH office:

Juneau: (907) 465-4842

Anchorage: (907) 269-4900

Fairbanks: (907) 451-2886

For more forms, see www.labor.state.ak.us/lss/lssforms.htm

Submit the notice and the appropriate filing fee to:

Alaska Department of Labor and Workforce Development
Wage and Hour Administration
P.O. Box 107021
Anchorage, AK 99510-0721

If no fee is required, you may fax the notice to (907) 269-4915

**Alaska Department of Revenue
TAX CLEARANCE REQUEST FORM**

Applicant's Name: _____

EIN/SSN: _____

Mailing Address: _____

City/State/Zip Code: _____

I hereby authorize the Alaska Department of Revenue to release to

(Name of Department or Agency)

Department's Statute on tax clearance: _____

whose facsimile number or email address is _____

confirmation that all taxes, penalties and interest due the Department of Revenue have been paid and that there are no outstanding amounts due.

Signed: _____

Printed Name: _____

Title*: _____

*If tax clearance is being requested on behalf of a corporation/LLC/partnership, must be signed by an officer/member/partner.

Send completed form by email to the Department of Revenue at DOR.tax.accounting@alaska.gov

DEPARTMENT USE ONLY

- ☐ *The above applicant is current on all taxes, penalties and interest due and is in good standing with the Alaska Department of Revenue.*
- ☐ *The above applicant is not current on all taxes, penalties and interest due and is not in good standing with the Alaska Department of Revenue.*

Department of Revenue Representative

Date

TaxClearanceRequestForm (Rev 2/21)



THE STATE
of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Labor and Workforce
Development

Division of Employment and Training Services
Employment Security Tax

P.O. Box 115509
Juneau, AK 99811-5509
Relay Alaska (in state): (800) 770-8973 or 7.1.1
Relay Alaska (out of state): (800) 770-8255
Toll free: (888) 448-2937
Phone: (907) 465-2787
Fax: (907) 465-2374

Tax Clearance Request Form for Contractors

Date of request: _____

Business name of the contractor a Tax Clearance is being requested for: _____

Business address: _____

Business contact phone number: _____

Federal Identification Number: _____

Alaska Employer Account Number: _____

Specific time period a tax clearance is being requested for (*i.e. beginning and ending date of a subcontract agreement*):

Subcontract project name: _____

Name and address of the person this Tax Clearance is to be returned to: _____

Comments or additional information: _____

For agency use only:

- ☐ Tax Clearance is granted
- ☐ Tax Clearance is not granted (*please have employer contact the department*)
- ☐ No account on file, liability unknown (*please have employer contact the department*)
- ☐ Employer has stated no employees, Tax Clearance not required.

Agency representative signature: _____ Date: _____

Agency representative title: _____

We are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. labor.alaska.gov/estax

Rev. 8/2018

Submittal Control Form

Project Title: _____

Project No: _____

Contract No: _____

Contractor: _____

Submittal No. _____

Address: _____

New Submittal

Contact: _____

Resubmittal

Telephone: _____

Fax: _____

Submittal is as Specified?	Yes	No
2. Revision Number:	_____	_____
3. Submittal Control No.:	_____	_____
4. Description:	_____	_____
5. Spec. Section/Dwg Ref.:	_____	_____
Number of Copies:	_____	_____

Remarks:

Review is for general design or arrangement only. Not for quality, dimension or fit.

Submitted By _____

Date _____

Forwarded for Design Review: _____

Date

ASD Reviewed / Forwarded By _____

Review Stamp

**STATE of ALASKA SEX OFFENDER/CHILD KIDNAPPER
REGISTRY
CONTRACTOR CERTIFICATION**

Pursuant to Article 1, Subparagraph 1.02, of the Instructions to Bidders, Specification Section 00100, I _____ the undersigned Principal for _____ on Solicitation No. _____, certify:

1. that I, either personally or through a person designated by me, have researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter Anchorage School District property in connection with the contract is listed in the Registry.

2. that I have required all subcontractors and any of their sub-subcontractors to certify, or will require all subcontractors and any of their sub-subcontractors to certify, that they researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter district property in connection with the contract is listed in the Registry. I will provide all such certifications to the district on request.

3. To my knowledge, no employee or agent of bidder, or any sub-contractor or sub-sub-contractor of bidder, who may enter district property in connection with the contract is: (a) listed in the sex offender/child kidnapper registry of any other state; or, (b) is a convicted sex offender or child kidnapper.

4. I have read district Board Policy 3515.5 and certify that the bidder will comply with Board Policy 3515.5. The bidder will not send any employee or agent who is a sex offender or child kidnapper to district property, as that term is defined in Board Policy 3515.5.

By: _____
Signature Printed Name

Title: _____

Dated: _____

Revised April 4, 2018

**STATE of ALASKA SEX OFFENDER/CHILD KIDNAPPER
REGISTRY
SUBCONTRACTOR CERTIFICATION**

Pursuant to Article 1, Subparagraph 1.02, of the Instructions to Bidders, Specification Section 00100, I _____ the undersigned Principal for _____ on Solicitation No. _____, certify:

1. that I, either personally or through a person designated by me, have researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter Anchorage School District property in connection with the contract is listed in the Registry.

2. that I have required all subcontractors and any of their sub-subcontractors to certify, or will require all subcontractors and any of their sub-subcontractors to certify, that they researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter district property in connection with the contract is listed in the Registry. I will provide all such certifications to the district on request.

3. that if my company enters into an agreement to perform work as a Subcontractor for _____ the General Contractor for the district under Solicitation No. _____, my company will not allow any worker whose name appears on the State of Alaska Sex Offender/Child Kidnapper Registry to perform work on or at the Project site.

By: _____
Signature Printed Name

Title: _____

Dated: _____

Revised April 21, 2015

**STATE of ALASKA SEX OFFENDER/CHILD KIDNAPPER
REGISTRY
SUB-SUBCONTRACTOR CERTIFICATION**

Pursuant to Article 1, Subparagraph 1.02, of the Instructions to Bidders, Specification Section 00100, I _____ the undersigned Principal for _____ on Solicitation No. _____, certify:

1. that I, either personally or through a person designated by me, have researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter Anchorage School District property in connection with the contract is listed in the Registry.

2. that if my company enters into an agreement to perform work as a Sub-subcontractor for _____ a Subcontractor for the General Contractor for the district under Solicitation No. _____, my company will not allow any worker whose name appears on the State of Alaska Sex Offender/Child Kidnapper Registry to perform work on or at the Project site.

By: _____
Signature Printed Name

Title: _____

Dated: _____

Revised April 21, 2015

ANCHORAGE SCHOOL DISTRICT'S LIST OF

Program Number	Program Name	Program Status	Address	Occupation Title
AK0000900003	ABC of Alaska, Inc	Registered	301 Arctic Slope Avenue, Suite 100 Anchorage AK 99518	CARPENTER
AK0000300032	ALASKA ACOUSTICAL	Registered	903 Wierman Street KETCHIKAN AK 99701	CARPENTER
AK0000500001	Alaska Capenters Training Trust	Registered	8751 8th Street Anchorage AK 99515	CARPENTER
AK0001081688	Collins Construction, Incorporated	Suspended	151 W. Nugent Avenue Wasilla AK 99654	CARPENTER
AK000115887	Finished Woods, LLC	Registered	P.O. Box 521791, Big Lake AK 99652	CARPENTER
AK000176017	ICE SERVICES, INCORPORATED	Registered	15581 Teelind Circle Palmer AK 99645	CARPENTER
AK0001070010	ICE SERVICES, INCORPORATED	Registered	2606 C STREET, SUITE 38 Anchorage AK 99503	CARPENTER
AK0000081120	WOODWRIGHT CONSTRUCTION, LLC	Registered	P.O. Box 6235 Ketchikan AK 99701	CARPENTER
AK000030009	YUKON-KUSKOKWIM DELTA APPRENTICESHIP PROGRAM	Registered	P.O. Box 860 Bethel AK 99559	CARPENTER
AK0000500001	Alaska Capenters Training Trust	Registered	8751 8th Street Anchorage AK 99515	CARPENTER, INTERIOR SYSTEMS (Alternate Title: Interior Systems Carpenter)
AK0000500001	Alaska Capenters Training Trust	Registered	8751 8th Street Anchorage AK 99515	CARPENTER, PLEDRIVER
AK0000780017	Alaska Trowel Trades JATC	Registered	825 East 8th Avenue, Suite 100 Anchorage AK 99501	CEMENT MASON
AK000147265	Radco Concrete Construction, LLC	Registered	P.O. Box 82061 Fairbanks AK 99708	CEMENT MASON
AK0000900003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 Anchorage AK 99518	CONSTRUCTION CRAFT LABORER
AK0001940006	Alaska Laborers JATC	Registered	17805 OLD GLENN HWY, CHULIATNA AK 99567	CONSTRUCTION CRAFT LABORER
AK000170717	Rock-n-Road Construction, Inc.	Registered	P.O. Box 1188 Petersburg AK 99833	CONSTRUCTION CRAFT LABORER
AK0001147691	Wolverine Supply, Inc.	Registered	5099 E Blue Lupine Drive Wasilla AK 99654	CONSTRUCTION CRAFT LABORER
AK000135904	Yukon River Towing, LLC	Registered	P.O. Box 128 Emonak AK 99581	CONSTRUCTION CRAFT LABORER
AK0000000007	ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST	Registered	520 East 24th Avenue, Suite 202 Anchorage AK 99503	CONSTRUCTION DRIVER
AK000170717	Rock-n-Road Construction, Inc.	Registered	988 Deers Street Fairbanks AK 99709	CONSTRUCTION DRIVER
AK000170717	After Hours Truck & Fleet	Registered	459 Ocean Dock Road Anchorage AK 99501	DIESEL MECHANIC
AK00000103514	Holland America Princess Alaska - Yukon	Registered	5015 Business Park Blvd., Suite 400 Anchorage AK 99503	DIESEL MECHANIC
AK000170717	Peak Offroad Service Company - Bristol Bay Industrial	Registered	1221 East 71st Avenue Eagle River AK 99577	DIESEL MECHANIC
AK0001020566	RL Trucking, LLC.	Registered	11134 Jink Avenue Circle Eagle River AK 99577	DIESEL MECHANIC
AK000170717	907 Electric	Registered	301 Arctic Slope Avenue, Suite 100 Anchorage AK 99518	ELECTRICIAN
AK0000900003	ABC of Alaska, Inc.	Registered	P.O. Box 1761 Seward AK 99664	ELECTRICIAN
AK0001080586	Access Electric & General Trades, LLC	Registered	P.O. Box 7071 Nikiski AK 99635	ELECTRICIAN
AK0001167701	Apogee Electric	Registered	P.O. Box 7071 Nikiski AK 99635	ELECTRICIAN
AK0000780015	Alaska Native Tribal Health Consortium, Division of Environmental Health & Engineering	Registered	5800 E 5th Anchorage AK 99518	ELECTRICIAN
AK0001102776	Alaska's Wiremen	Registered	4500 Diplomacy Drive, Suite 454 Anchorage AK 99508	ELECTRICIAN
AK0001407920	Alba-Wa, Inc.	Registered	39535 Fox Trail Road Soldotna AK 99669	ELECTRICIAN
AK0001152433	Alpine Electric	Registered	P.O. Box 385 Unalakleet AK 99685	ELECTRICIAN
AK0000080238	Ampeg Electric, Inc.	Registered	13901 East Moyer Buellie Court Palmer AK 99645	ELECTRICIAN
AK0001040093	ANCHOR ELECTRIC	Registered	3400 International Street Fairbanks AK 99701	ELECTRICIAN
AK0001157693	Anderson Brothers Electric, LLC	Registered	3562 COMMERCIAL DRIVE JUNEAU AK 99801	ELECTRICIAN
AK000172630	Arctic Fox Electric, LLC	Registered	16300 Ocean View Drive Juneau AK 99801	ELECTRICIAN
AK0001060013	AIJKE BAY ELECTRIC	Registered	P.O. BOX 210194 AJUK BAY AK 99821	ELECTRICIAN
AK0001060013	BEAR ELECTRIC, INCORPORATED	Registered	2008 Perkins Drive FAIRBANKS AK 99709	ELECTRICIAN
AK0001040025	Bering Straits Development Company	Registered	P.O. Box 1008 Noma AK 99762	ELECTRICIAN
AK000146915	Budding Electric, LLC	Registered	P.O. Box 871301 Wasilla AK 99687	ELECTRICIAN
AK0001108401	Brookwell Incorporated	Registered	11425 Avon Street ANCHORAGE AK 99516	ELECTRICIAN
AK0000080231	Bunies Electric, LLC	Registered	P.O. Box 66 Wrangell AK 99929	ELECTRICIAN
AK0001387277	Cadix Maintenance	Registered	1295 Aloha Street North Pole AK 99705	ELECTRICIAN
AK0001467932	Capstone Electric, LLC	Registered	22356 Whipspring Birch Drive Chugach AK 99567	ELECTRICIAN
AK0001050099	CHANNEL ELECTRIC, INC.	Registered	1155 COPPER RIDGE LANE KETCHIKAN AK 99901	ELECTRICIAN
AK0000600008	CITY & BOROUGHO OF SITKA, ENVIRONMENTAL DEPT.	Registered	101 LINCOLN STREET SITKA AK 99835	ELECTRICIAN
AK0001160011	CNS, Inc.	Registered	1285 Overhill Drive Fairbanks AK 99709	ELECTRICIAN
AK0001010662	DNS Electric, LLC	Registered	18207 Stillwater Drive Eagle River AK 99577	ELECTRICIAN
AK0001792010	Densline Building and Supply	Registered	37575 Walker Street North Seldotna AK 99669	ELECTRICIAN
AK0001160016	Encore Electric, LLC	Registered	5600 B Street Anchorage AK 99518	ELECTRICIAN
AK0001147886	Event Electric	Registered	P.O. Box 1243 Ketchikan AK 99752	ELECTRICIAN
AK0001010517	Fanility Contractors, LLC	Registered	P.O. Box 2380 Cordova AK 99574	ELECTRICIAN
AK0001180004	Frontier Electrical Services, LLC	Registered	9400 Vanguard Drive, Suite A Anchorage AK 99507	ELECTRICIAN
AK0001010398	Patch Electric, Incorporated	Registered	P.O. Box 10800 Fairbanks AK 99701	ELECTRICIAN
AK0001380000	PCS Construction, Inc.	Registered	P.O. Box 121002 Anchorage AK 99511	ELECTRICIAN
AK0001147033	Shaker Electric	Registered	P.O. Box 54469 North Pole AK 99705	ELECTRICIAN
AK0001157886	SNS Controls	Registered	P.O. Box 10000 Avenue Stedman AK 99672	ELECTRICIAN
AK0001070010	Tinson Construction Incorporated	Registered	P.O. Box 2393 Juneau AK 99801	ELECTRICIAN
AK0000070057	Udga Greeno Creek Trilling Company	Registered	P.O. Box 2393 Juneau AK 99801	ELECTRICIAN
AK000170717	Udga Greeno Creek Trilling Company	Registered	P.O. Box 2393 Juneau AK 99801	ELECTRICIAN
AK000170717	Udga Greeno Creek Trilling Company	Registered	P.O. Box 2393 Juneau AK 99801	ELECTRICIAN
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AK000170717	Udga Greeno Creek Trilling Company	Registered	P.O. Box 2393 Juneau AK 99801	ELECTRICIAN
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AK000170717	Udga Greeno Creek Trilling Company	Registered		

ANCHORAGE SCHOOL DISTRICT'S LIST OF

	Program Name	Program Number	Program Status	Address	Occupation Title
A	Intelligent Design, LLC	A000103403	Registered	17441 Timberlane Drive Anchorage AK 99515	ELECTRICIAN
	IH ELECTRIC, INCORPORATED	A0001072023	Registered	P.O. BOX 1123 SOLDOTNA AK 99669	ELECTRICIAN
	Katavik Holdings	A0001060015	Registered	2000 E 88TH AVENUE ANCHORAGE AK 99507	ELECTRICIAN
	VO Electric, LLC	A0001135719	Registered	P.O. Box 3554 Homer AK 99603	ELECTRICIAN
	Laker Electric, Incorporated	A00010125337	Registered	11901 Industry Way Anchorage AK 99511	ELECTRICIAN
	Luxwire Electric, LLC	A0001057988	Registered	15341 Topon Way A Kenai AK 99611	ELECTRICIAN
	Maddox Electric	A0001135718	Suspended	P.O. Box 2225 Seward AK 99664	ELECTRICIAN
	Marathon Electric, LLC	A0001070830	Registered	P.O. Box 92760 Anchorage AK 99521	ELECTRICIAN
	Mark IV Enterprises	A0001047463	Registered	P.O. Box 927 Seward AK 99664	ELECTRICIAN
	MAT-SU MECHANICAL, INC.	A0000070010	Registered	951 E. Creekside Drive, #9 Wasilla AK 99654	ELECTRICIAN
	Mattingsly Electric, LLC	A0001972045	Registered	1265 EAST LLOYD CIRCLE WASILLA AK 99654	ELECTRICIAN
	MIDNIGHT SUN ELECTRIC	A0000990007	Registered	P.O. Box 783 Petersburg AK 99833	ELECTRICIAN
	MIKANDA ELECTRIC, INCORPORATED	A0001060018	Registered	267 West Rockwell Avenue SOLDOTNA AK 99669	ELECTRICIAN
	Morise Construction	A0001463924	Registered	P.O. Box 56031 North Pole AK 99705	ELECTRICIAN
	New Inage Apprenticeship Training	A0001072017-AK-09670	Registered	7362 West Peaks Highway, #189 Wasilla AK 99623	ELECTRICIAN
	Nordic Electric, LLC	A0001125637	Registered	2471 West Tropicline Drive Wasilla AK 99654	ELECTRICIAN
	North Wire, LLC	A0001050016	Registered	806 S. Nordic Drive Petersburg AK 99833	ELECTRICIAN
	Peak Oilfield Service Company - Bristol Bay Industrial	A0001072017-AK-69477	Registered	11210 E. Huffman Road, Suite 24, Box 695 Anchorage AK 99515	ELECTRICIAN
	PITCHER ELECTRIC, INC.	A0000060013	Registered	5015 Business Park Blvd., Suite 400 Anchorage AK 99503	ELECTRICIAN
	Power & Light, Incorporated	A00010125710	Registered	P.O. BOX #78781 WASILLA AK 99687	ELECTRICIAN
	Premier Electric	A000101137047	Registered	7721 School Street, Suite 1 Anchorage AK 99518	ELECTRICIAN
	Priem Design & Construction	A0001000113409	Registered	P.O. Box 874362 Wasilla AK 99687	ELECTRICIAN
	Puffin Electric, Inc.	A00000113539	Registered	P.O. Box 870162 Wasilla AK 99654	ELECTRICIAN
	Ray Electric, Inc.	A00000080232	Registered	38208 Ben Walters Lane Homer AK 99603	ELECTRICIAN
	Renewable Energy Systems	A0001018-70371	Registered	P.O. Box 55007 North Pole AK 99705	ELECTRICIAN
	RISING SON ELECTRIC SERVICES, LLC	A0001040007	Registered	1698 Airport Way Fairbanks AK 99701	ELECTRICIAN
	RSING SON ELECTRICAL	A00010113405	Registered	36784 Elmura Lake Road Chugiak AK 99567	ELECTRICIAN
	Safe-T-Way Electric, Incorporated	A00010113405	Registered	6208 Mackay Street Anchorage AK 99518	ELECTRICIAN
	Salmon River Electric	A00019-47765	Registered	P.O. Box 138 Gustavus AK 99826	ELECTRICIAN
	SITTA ELECTRIC COMPANY	A00000050009	Registered	1314 SAMMILL CREEK ROAD SITKA AK 99815	ELECTRICIAN
	Sourdough Specialty Contractors	A0001003397	Registered	145 Shady Lane, #4 Soldotna AK 99669	ELECTRICIAN
	Spectrum Services	A0001157697	Registered	35867 Driftnetter Street Kenai AK 99611	ELECTRICIAN
	Stevens Electric	A0001017-69038	Registered	9630 Mudekball Circle Anchorage AK 99507	ELECTRICIAN
	Steve's Electrical	A0001018-AK-70651	Registered	2741 Emmers Cubff Road Juneau AK 99801	ELECTRICIAN
	SUNMER ELECTRICAL ENTERPRISE, LLC	A00000070068	Registered	6801 Hollywood Road Wasilla AK 99654	ELECTRICIAN
	TDM Power Services, LLC	A00000168009	Registered	915 East 82nd Avenue, Suite 200 Anchorage AK 99518	ELECTRICIAN
	TEC PRO, LTD.	A00000101001	Registered	1760 Abbott Road Anchorage AK 99501	ELECTRICIAN
	Teda Electric, LLC	A00000080228	Registered	607 Old Stevie Highway, Suite B, PMB 402 Fairbanks AK 99701	ELECTRICIAN
	Thoms and Sons Electric	A00000146917	Registered	P.O. Box 955 Craig AK 99521	ELECTRICIAN
	Trident Seafoods Corporation	A00010113408	Registered	P.O. Box 720427 Anchorage AK 99522	ELECTRICIAN
	Triunty Electric, LLC	A00010116768	Registered	801 E. Brnd Avenue, B-14 Anchorage AK 99518	ELECTRICIAN
	TS Construction, Incorporated	A00010116706	Registered	3230 Cool Clay Drive Fairbanks AK 99701	ELECTRICIAN
	Vannoy Electric	A00000092469	Registered	5007 W. Reliance Rd. Wasilla AK 99623	ELECTRICIAN
	WESTERN POWER ENGINEERING	A00000050017	Registered	P.O. BOX 320557 DUTCH HARBOR AK 99692	ELECTRICIAN
	WESTWARD SEAPRODS, INCORPORATED	A00010060039	Registered	P.O. BOX 320608 DUTCH HARBOR AK 99692	ELECTRICIAN
	WLF Curbs	A0001125265	Registered	1465 Richardson Hwy Valdez AK 99686	ELECTRICIAN
	WOODNORTH ELECTRIC	A0001005002	Registered	1200 Queens Circle Homer AK 99603	ELECTRICIAN
	YUKON-KUSKOIUM DELTA APPRENTICESHIP PROGRAM	A00010081932	Registered	P.O. BOX 869 BETHEL AK 99559	ELECTRICIAN
	Zone Electric	A00000990083	Registered	329 Driveway Street, Suite 2 Fairbanks AK 99701	ELECTRICIAN
	AAC of Alaska, Inc.	A00010101001	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	ELECTRONIC SYSTEMS TECHNICIAN
	INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL 19 AC	A0000030004	Registered	916 Whitney Road ANCHORAGE AK 99501	ELECTRONIC SYSTEMS TECHNICIAN
	GRAND PROSPECT CORPORATION	A0000030005	Suspended	2844 15th Avenue WEST SATLE WA 99119	ELEVATOR CONSTRUCTOR MECHANIC
	International Union of Painters and Allied Trades Local 1889 IATC	A0000090001	Registered	3842 Arctic Boulevard, Unit 8 ANCHORAGE AK 99518	FLOOR LATER
	The Great Alaskan Flooring, Inc.	A00010145318	Registered	3017 Mill Bay Road Kodiak AK 99613	FLOOR LATER
	AAC of Alaska, Inc.	A00000990083	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	GLAZIER
	International Union of Painters and Allied Trades Local 1889 IATC	A00000990083	Registered	3842 Arctic Boulevard, Unit 8 ANCHORAGE AK 99518	HEATING & AIR-CONDITIONER INSTALL/REPAIRER
	AAC of Alaska, Inc.	A00000990083	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	HEATING & AIR-CONDITIONER INSTALL/REPAIRER
	ALASKA OPERATING METAL WORKERS IATC	A00000990083	Registered	167 E 19th Avenue DUTCH HARBOR AK 99692	HEATING & AIR-CONDITIONER INSTALL/REPAIRER
	ALASKA ALASKA AREA PRO TRADES LOCAL #887 ATC	A0000720004	Registered	P.O. BOX 0909 PALMBAK AK 99646	HEAVY EQUIPMENT MECHANIC
	ALASKA OPERATING ENGINEERS/IMPROVED TRAINING TRUST	A0000720004	Registered	3105 LATHROP DR. BUILDING A, STE 101 ANCHORAGE AK 99518	HEAVY EQUIPMENT MECHANIC
TECK ALASKA, INC.	A0001000103	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	INSULATION WORKER	
AAC of Alaska, Inc.	A00000990083	Registered	P.O. Box 102432 Anchorage AK 99520	INSULATION WORKER	
Alaska Industrial Insulation & Fireproofing, Inc.	A00010001003	Registered	2504 Barrow Street ANCHORAGE AK 99603	INSULATION WORKER	
AAC of Alaska, Inc.	A00000990083	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	INSULATION WORKER	
Alaska Compomers Training Trust	A0000550001	Registered	9751 Bay Street Anchorage AK 99515	INSULATION WORKER	
AAC of Alaska, Inc.	A00000990083	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	INSULATION WORKER	
AAC of Alaska, Inc.	A0000720001	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	INSULATION WORKER	
AAC of Alaska, Inc.	A0000550001	Registered	9751 Bay Street Anchorage AK 99515	INSULATION WORKER	
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AAC of Alaska, Inc.	A0000550001	Registered	9751 Bay Street Anchorage AK 99515	INSULATION WORKER	
AAC of Alaska, Inc.	A0000720001	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	INSULATION WORKER	
AAC of Alaska, Inc.	A0000550001	Registered	9751 Bay Street Anchorage AK 99515	INSULATION WORKER	
AAC of Alaska, Inc.	A0000720001	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	INSULATION WORKER	

ANCHORAGE SCHOOL DISTRICT'S
LIST OF
ALASKAN FEDERALLY REGISTERED APPRENTICESHIP PROGRAMS

Program Number	Program Name	Program Status	Address	Occupation Title
AK000720015	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	5800 1517 ANCHORAGE AK 99518	LINE MAINTAINER (Alternate Title: Line Worker)
AK000720004	ALASKA OPERATING ENGINEERS/EMPLOYERS TRAINING TRUST	Registered	P.O. BOX 0809 PALMER AK 99645	LINE MAINTAINER (Alternate Title: Line Worker)
AK0001080980	Alaska Power & Telephone	Registered	P.O. Box 34105 Juneau AK 99803	LINE MAINTAINER (Alternate Title: Line Worker)
AK000400002	Alaska Village Electric Cooperative, Inc.	Registered	4831 Eagle Street Anchorage AK 99503	LINE MAINTAINER (Alternate Title: Line Worker)
AK000800008	CITY OF BOROUGHS OF SITKA - ELECTRICAL DEPARTMENT	Registered	105 JARVIS STREET SITKA AK 99835	LINE MAINTAINER (Alternate Title: Line Worker)
AK000135005	CITY OF UNALASKA	Registered	P.O. Box 630 Unalaska AK 99855	LINE MAINTAINER (Alternate Title: Line Worker)
AK0001070010	CITY OF WRANGELL-WRANGELL MUNICIPAL LIGHT & POWER	Registered	1064 Case Avenue WRANGELL AK 99299	LINE MAINTAINER (Alternate Title: Line Worker)
AK0001060005	ICE SERVICES, INCORPORATED	Registered	2606 C STREET, SUITE 2B ANCHORAGE AK 99503	LINE MAINTAINER (Alternate Title: Line Worker)
AK0001080970	North Slope Borough Power & Light	Registered	P.O. Box 350 Barrow AK 99723	LINE MAINTAINER (Alternate Title: Line Worker)
AK000147462	Nushagak Electric & Telephone Cooperative, Inc.	Registered	P.O. Box 350 Dillingham AK 99576	LINE MAINTAINER (Alternate Title: Line Worker)
AK000720004	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	P.O. BOX 0809 PALMER AK 99645	LUBRICATION SERVICE MATERIAL DISPOSAL TECHNICIAN
AK000720005	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	5800 1517 ANCHORAGE AK 99518	MAINTENANCE MECHANIC, TELEPHONE
AK0002000006	ALASKA WORKS PARTNERSHIP, INC.	Registered	1413 HYDER ST ANCHORAGE AK 99501	MAINTENANCE REPAIRER, BUILDING
AK000125893	Goose Creek Correctional Center	Registered	P.O. Box 977790 Wasilla AK 99687	MAINTENANCE REPAIRER, BUILDING
AK000125889	Hiland Mountain Correctional Center	Registered	9101 Heiberberg Road Eagle River AK 99577	MAINTENANCE REPAIRER, BUILDING
AK0001900006	SPRING CREEK CORRECTIONAL CENTER	Registered	P.O. BOX 2109 SEWARD AK 99664	MAINTENANCE REPAIRER, BUILDING
AK0001900010	Wildwood Correctional Center	Registered	BLDG 10, CHUGACH AVENUE KENAI AK 99611	MAINTENANCE REPAIRER, BUILDING
AK0001910012	TECK ALASKA, INC.	Registered	3105 ANKSHORE DR., BUILDING A, STE 101 ANCHORAGE AK 99518	MECHANIC, INDUSTRIAL TRUCK
AK000520001	Alaska Carpenters Training Trust	Registered	8751 King Street Anchorage AK 99515	MILLWRIGHT
AK0001910012	TECK ALASKA, INC.	Registered	3105 ANKSHORE DR., BUILDING A, STE 101 ANCHORAGE AK 99518	OPERATING ENGINEER
AK000900003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	OPERATING ENGINEER
AK000720004	ALASKA OPERATING ENGINEERS/EMPLOYERS TRAINING TRUST	Registered	P.O. BOX 0809 PALMER AK 99645	PAINTER (Construction)
AK000147691	Wolverine Supply, Inc.	Registered	5099 E. Blue Lupine Drive Wasilla AK 99654	PAINTER (Construction)
AK000900003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	PAINTER (Construction)
AK000400001	International Union of Painters and Allied Trades Local 1989 IATC	Registered	5821 Arctic Boulevard, Unit B ANCHORAGE AK 99518	PIPE FITTER (Construction)
AK000900003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	PIPE FITTER (Construction)
AK000900002	ANCHORAGE ALASKA AREA PIPE TRADERS LOCAL #367 IATC	Registered	617 WEST POTTER DRIVE ANCHORAGE AK 99518	PIPE FITTER (Construction)
AK0001510002	Fairbanks Area Plumbers & Pipefitters IATC	Registered	1978 BURGESS AVENUE FAIRBANKS AK 99709	PIPE FITTER (Construction)
AK000600001	JUNEAU PLUMBERS IATC	Registered	1751 ANNA STREET JUNEAU AK 99801	PIPE FITTER (Construction)
AK000720017	Alaska Trowel Trades IATC	Registered	825 East 8th Avenue, Suite 10 Anchorage AK 99501	PLASTERER
AK0001093770	507 Heating and Plumbing	Registered	P.O. Box 220032 Anchorage AK 99522	PLUMBER
AK000900003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	PLUMBER
AK000125246	Ace Heating, Inc.	Registered	2780 N. Heatherly Road Anchorage AK 99516	PLUMBER
AK000109507	Al Fish Plumbing, LLC	Registered	11805 Gregory Road Anchorage AK 99516	PLUMBER
AK000125896	Alaska Clearwater Mechanical, LLC	Registered	P.O. Box 709 Willow AK 99688	PLUMBER
AK000115342	Alaska Native Tribal Health Consortium, Division of Environmental Health & Engineering	Registered	4500 Diplomacy Drive, Suite 454 Anchorage AK 99508	PLUMBER
AK0001090011	ALASKA PLUMBING & HEATING	Registered	P.O. Box 210240 Auke Bay AK 99821	PLUMBER
AK0001090011	Al American Plumbing & Heating	Registered	9509 Antler Way Juneau AK 99801	PLUMBER
AK000135008	All-Star Plumbing & Heating, LLC	Registered	11320 Bearpaw Street Anchorage AK 99516	PLUMBER
AK0001070007	ALWAYS ON CALL MOUNTAIN MECHANICAL CORPORATION	Registered	8427 MENTRA STREET ANCHORAGE AK 99518	PLUMBER
AK000157999	Amersco, Inc.	Registered	6603 Brayton Drive Anchorage AK 99507	PLUMBER
AK000900002	ANCHORAGE ALASKA AREA PIPE TRADERS LOCAL #367 IATC	Registered	617 WEST POTTER DRIVE ANCHORAGE AK 99518	PLUMBER
AK000720016	ANCHORAGE PLUMBING & HEATING, INC.	Registered	7600 King Street Anchorage AK 99518	PLUMBER
AK000500015	APPEX PLUMBING & HEATING SERVICES, LLC	Registered	13087 E. Jessica Ann Street Siftom AK 99674	PLUMBER
AK000801112	Arctic Chain Plumbing & Heating, Inc.	Registered	1200 East 76th Avenue, Unit 1220 Anchorage AK 99518	PLUMBER
2019-AK-68554	Arctic Plumbing & Heating, LLC	Registered	2125 Richardson Highway, Suite #2 North Pole AK 99705	PLUMBER
2019-AK-72000	Baskley Mechanical Company	Registered	2125 Richardson Highway North Pole AK 99705	PLUMBER
AK000145922	Baskley Mechanical	Registered	148 Hillcrest Avenue, #2 Subotina AK 99669	PLUMBER
AK000145921	Bolterman Plumbing & Heating, Inc.	Registered	6800 Unalome Drive Palmer AK 99645	PLUMBER
AK000400013	BOWMAN MECHANICAL CONTRACTORS, INC.	Registered	11701 1st Drive ANCHORAGE AK 99515	PLUMBER
AK000125712	Central Mechanical, Incorporated	Registered	311 N. Silka Street Anchorage AK 99501	PLUMBER
AK000135007	Cable Plumbing and Heating, Inc.	Registered	1717 Raspberry Road Anchorage AK 99502	PLUMBER
AK000135007	Cable Plumbing & Heating, Incorporated	Suspended	7700 King Street Anchorage AK 99518	PLUMBER
AK000147700	Chelco Plumbing	Registered	44825 2nd Avenue Anchorage AK 99503	PLUMBER
AK000147690	Chelco Plumbing & Heating, Incorporated	Registered	42300 Chelco Drive Homer AK 99603	PLUMBER
AK0001870004	CRANUM MECHANICAL, INC.	Registered	985 RULEY COURT FAIRBANKS AK 99701	PLUMBER
AK000167002	Discount Mechanical, LLC	Registered	P.O. Box 233694 Anchorage AK 99523	PLUMBER
AK0001080595	Esper Plumbing & Heating, LLC	Registered	1308 Lakeshore Drive Homer AK 99603	PLUMBER
AK0001040039	ENCORE MECHANICAL, INC.	Registered	P.O. BOX 1758 PALMER AK 99645	PLUMBER
AK000135726	Extreme Heating & Air, Incorporated	Registered	16005 Firm Avenue Eagle River AK 99577	PLUMBER
AK0001510002	Fairbanks Area Plumbers & Pipefitters IATC	Registered	1978 BURGESS AVENUE FAIRBANKS AK 99709	PLUMBER
AK000125892	Fedor's Plumbing & Heating, LLC	Registered	5802 Cordova Street Anchorage AK 99518	PLUMBER
AK000125892	Funk Services	Registered	P.O. Box 672188 Chugiak AK 99567	PLUMBER
AK000125249	Glicker Point Services	Registered	P.O. Box 61337 Fairbanks AK 99706	PLUMBER
AK000135912	H and M Plumbing & Heating, Inc.	Registered	P.O. Box 222225 Anchorage AK 99522	PLUMBER
AK0004000027	HARDROCK PLUMBING AND HEATING, LLC	Registered	4740 E. FATTIC DRIVE WASILLA AK 99654	PLUMBER
AK0001050004	HEATCO, LLC	Registered	17441 N. EAGLE RIVER LOOP ROAD EAGLE RIVER AK 99577	PLUMBER
2019-AK-72458	Homer Plumbing and Heating	Registered	581 Mountain View Drive Homer AK 99603	PLUMBER

ANCHORAGE SCHOOL DISTRICT'S
LIST OF
ALASKAN FEDERALLY REGISTERED APPRENTICESHIP PROGRAMS

Program Number	Program Name	Program Status	Address	Occupation Title
A000158005	Hunter Mechanical International Corporation	Registered	137 East 4th Avenue, Suite 1 Anchorage AK 99501	PLUMBER
A0001070010	ICE SERVICES, INCORPORATED	Registered	2606 C STREET, SUITE 78 ANCHORAGE AK 99503	PLUMBER
A000168010	Icy Strait Plumbing and Heating	Registered	8282a Garnet Street Juneau AK 99801	PLUMBER
A0001103402	Intelligent Design, LLC	Registered	11741 Timberlane Drive Anchorage AK 99515	PLUMBER
2018-AK-72080	IOLA Enterprises dba Runstrom Plumbing & Heating	Registered	HC 80 Box 8182 Talkeetna AK 99676	PLUMBER
A0001081636	ISH Plumbing & Heating, Incorporated	Registered	P.O. Box 3385 Palmer AK 99645	PLUMBER
2018-AK-65772	John White's Plumbing & Heating, Incorporated	Registered	5327 Kenai Spur Highway Kenai AK 99611	PLUMBER
A000092650	John's Heating Service, Inc.	Registered	1311 Mill Bay Road Kodiak AK 99615	PLUMBER
A000060005	JOURNEMAN PLUMBING & HEATING, INC.	Registered	51315 SEA QUEST DRIVE KENAI AK 99611	PLUMBER
A0000660001	JUNEAU PLUMBERS JATC	Registered	1751 ANKA STREET JUNEAU AK 99801	PLUMBER
2017-AK-69607	Kaslof Plumbing & Heating	Registered	26497 S. Coho Loop Kodiak AK 99610	PLUMBER
A0001157698	Kiwi Mechanical	Registered	Box 2132 Cordova AK 99574	PLUMBER
A0001050012	KNIX PLUMBING & HEATING	Registered	4915 W. 34TH AVENUE ANCHORAGE AK 99502	PLUMBER
A0000600017	LARRY'S PLUMBING & HEATING	Registered	P.O. BOX 4148 KODIAK AK 99615	PLUMBER
A0001147687	Larry's Quality Heating & Plumbing, Inc.	Registered	2531 Barrett Avenue Juneau AK 99801	PLUMBER
A0000980234	Lewis Mechanical, Inc.	Registered	13240 View Heights Way Anchorage AK 99516	PLUMBER
A0000500011	M&J PLUMBING & HEATING, INC.	Registered	34360 Business Park Frontage Road SO DOTHAK AK 99669	PLUMBER
A000070010	MAT-SU MECHANICAL, INC.	Registered	1265 EAST LOLLY CIRCLE WASILLA AK 99654	PLUMBER
2017-AK-65859	Monkey Wrench Mechanical	Registered	P.O. Box 73441 Fairbanks AK 99707	PLUMBER
A000113341	Moore Heating & Air Conditioning	Registered	1801 East Dowling Road Anchorage AK 99507	PLUMBER
A0001114890	Mr. Becker Plumbing of Fairbanks	Registered	875 Old Richardson Highway FAIRBANKS AK 99701	PLUMBER
A0001091696	North Country Stoves, Incorporated	Registered	2207 E. Tudor Road, #40 Anchorage AK 99507	PLUMBER
A000145928	Pacific Rim Mechanical, LLC	Registered	P.O. Box 669 Haines AK 99827	PLUMBER
A0001070004	PARAGON PLUMBING & HEATING, INCORPORATED	Registered	3400 MACARTHUR STREET FAIRBANKS AK 99701	PLUMBER
A000000005	PARHUJST MECHANICAL	Registered	P.O. BOX 1806 Palmer AK 99645	PLUMBER
A0001050006	PARTUSCH PLUMBING & HEATING	Registered	8301 SCHOOL STREET ANCHORAGE AK 99518	PLUMBER
A0001060010	PLEASANTS PLUMBING & HEATING	Registered	P.O. BOX 30051 JUNEAU AK 99803	PLUMBER
A0001167705	Pollard Construction	Suspended	P.O. Box 32811 Juneau AK 99803	PLUMBER
A000092200	Portwinds Plumbing and Heating, Inc.	Registered	1500 Alaska Way Fairbanks AK 99709	PLUMBER
A0001103394	Premier Mechanical, LLC	Registered	2011 Millay Road, #2 Kodiak AK 99615	PLUMBER
A0001167700	Red Hot Mechanical, Incorporated	Registered	11723 Old Glen Highway, Suite 107 Eagle River AK 99577	PLUMBER
A0001145735	Red Hot Plumbing & Heating	Registered	865 6th Avenue Fairbanks AK 99701	PLUMBER
A0001177707	Rock Solid Plumbing & Heating	Registered	P.O. Box 874418 Wasilla AK 99687	PLUMBER
2017-AK-652	S.E. Plumbing, Incorporated	Registered	86 Garland Court Ketchikan AK 99901	PLUMBER
A000168008	Scottie's Plumbing	Registered	P.O. Box 72789 Fairbanks AK 99707	PLUMBER
A0000980237	Scott's Heating & Plumbing Services, Inc.	Registered	P.O. Box 3132 Kodiak AK 99615	PLUMBER
A0001040017	STATEWIDE MECHANICAL, LLC	Registered	22750 MC MANUS DRIVE CHUGIAK AK 99567	PLUMBER
A0000881122	Sundance Construction Company, Inc.	Registered	P.O. Box 651 Katikof AK 99610	PLUMBER
A0000991651	Superior Mechanical, Inc.	Registered	P.O. Box 82409 Fairbanks AK 99708	PLUMBER
2018-AK-71943	Tarman Mechanical Plumbing & Heating, LLC	Registered	780 W. 88th Avenue Anchorage AK 99515	PLUMBER
A0001070021	VALLEY MECHANICAL CONTRACTING, INCORPORATED	Registered	6673 TEXAL DRIVE WASILLA AK 99654	PLUMBER
A0001125707	Waterworks Plumbing & Heating	Registered	P.O. Box 1974 Seldovia AK 99669	PLUMBER
2019-AK-73100	Wolf Pack Mechanical, LLC	Registered	P.O. Box 52118 Big Lake AK 99652	PLUMBER
A0000930009	YUKON-KUSKOYUM DELTA APPRENTICESHIP PROGRAM	Registered	P.O. BOX 969 BETHEL AK 99559	PLUMBER
A000092654	Ketchikan Indian Community	Registered	615 Steedman Street Ketchikan AK 99901	RESIDENTIAL CARPENTER
A000115537	Nichols Construction, LLC	Registered	P.O. Box 539 Ward Cove AK 99931	RESIDENTIAL CARPENTER
A0001135904	Big M Electric, LLC	Registered	P.O. Box 128 Emmonak AK 99581	RESIDENTIAL WIREMAN
A0000930004	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	1545 CROSSON AVENUE FAIRBANKS AK 99701	RESIDENTIAL WIREMAN
A0000780025	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	9600 837 ANCHORAGE AK 99518	RESIDENTIAL WIREMAN
2017-AK-472	Big M Electric, LLC	Registered	P.O. Box 84044 Fairbanks AK 99708	RESIDENTIAL WIREMAN
A000145917	British Bay Heating, Authority	Registered	P.O. Box 20 Dillingham AK 99576	RESIDENTIAL WIREMAN
A000135913	Dependable Services	Registered	P.O. Box 455 Palmer AK 99657	RESIDENTIAL WIREMAN
A000103611	Elegant Homes	Registered	2155 North Emmonak Court Wasilla AK 99654	RESIDENTIAL WIREMAN
A000146733	Ensign Electrical and Electric, LLC	Registered	4153 North Emmonak Court Wasilla AK 99654	RESIDENTIAL WIREMAN
A0001040014	INTERIOR REGIONAL HOUSING AUTHORITY	Registered	828 27TH AVENUE FAIRBANKS AK 99703	RESIDENTIAL WIREMAN
A0001147692	Marty Wire Electrical	Registered	1654 Sterling Highway Homer AK 99603	RESIDENTIAL WIREMAN
2017-AK-69670	New Hope Apprenticeship Training	Registered	2421 West Treadwell Drive Wasilla AK 99654	RESIDENTIAL WIREMAN
A0001090007	Pacific North Construction	Registered	P.O. Box 877365 Wasilla AK 99687	RESIDENTIAL WIREMAN
A0000960013	PITCHER ELECTRIC, INC.	Registered	P.O. BOX 87781 WASILLA AK 99687	RESIDENTIAL WIREMAN
A0001040007	RISING SON ELECTRIC SERVICES, LLC	Registered	36784 Elmira Lake Road Chugach AK 99567	RESIDENTIAL WIREMAN
A0001103400	Solid Ground Electric	Registered	13811 Savage Drive Eagle River AK 99577	RESIDENTIAL WIREMAN
A0000950001	Alaska Carpenters Training Trust	Registered	8751 King Street Anchorage AK 99515	SCAFFOLD DIRECTOR
A0000990008	AIRC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	SHEET METAL WORKER
A0000950001	ALASKA SCSE SHEET METAL WORKERS JATC	Registered	1307 E. 75TH AVENUE, #4 ANCHORAGE AK 99518	SHEET METAL WORKER
A0001370004	DENALI MECHANICAL, INC.	Registered	995 RILEY COURT FAIRBANKS AK 99701	SHEET METAL WORKER
A00014530001	FAIRBANKS AREA SHEET METAL WORKERS JATC	Registered	1260 ALASKA DRIVE FAIRBANKS AK 99709	SHEET METAL WORKER
A0001080587	Valley Mechanical Contractors, Inc.	Registered	6673 E. Treadwell Drive Wasilla AK 99654	SHEET METAL WORKER

ANCHORAGE SCHOOL DISTRICT'S

LIST OF

ALASKAN FEDERALLY REGISTERED APPRENTICESHIP PROGRAMS

Program Number	Program Name	Program Status	Address	Occupation Title
AK00090003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	SPRINKLER FITTER (Existing Title: Pipe Fitter)
AK00090002	ANCHORAGE ALASKA AREA PIPE TRADERS LOCAL #867 IATC	Registered	617 WEST POTTER DRIVE ANCHORAGE AK 99518	SPRINKLER FITTER (Existing Title: Pipe Fitter)
AK00151002	Fairbanks Area Plumbers & Pipefitters IATC	Registered	1578 BURGESS AVENUE FAIRBANKS AK 99709	SPRINKLER FITTER (Existing Title: Pipe Fitter)
AK00070016	ALASKA RIONWORKERS IATC	Registered	8141 SCHOON STREET ANCHORAGE AK 99518	STRUCTURAL STEEL WORKER (Alternate Titles: Ironworker or Structural Ironworker)
AK00090007	ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST	Registered	520 East 34th Avenue, Suite 201 ANCHORAGE AK 99503	SURVEYOR ASSISTANT INSTRUMENT
AK00090001	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	5800 S. STREET ANCHORAGE AK 99518	TREE TRIMMER (Line Clearance)
AK00090007	ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST	Registered	520 East 34th Avenue, Suite 201 ANCHORAGE AK 99503	TRUCK DRIVER, HEAVY
2017-NH-688.0	River Valley Workforce Institute, Inc.	Registered	325 Mount Support Road Lebanon NH 03766	WELDER, COMBINATION
AK001910012	TECK ALASKA, INC.	Registered	3105 JAKESHORE DR., BUILDING A, STE 101 ANCHORAGE AK 99503	WELDER, COMBINATION

Multiple-employer apprenticeship sponsors.

**ANCHORAGE SCHOOL DISTRICT
APPRENTICE UTILIZATION FORM**

Project Name: _____

Solicitation Number: _____

Contractor: _____

Prime Contractors

1. Please list crafts/trades that will be used to complete this project and have Alaskan Federally Registered Apprenticeship programs.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Please list the apprentices and corresponding apprenticeship programs that will be used by the prime contractor to complete this project. If more space is needed, please attach supplemental sheets.

APPRENTICE'S NAME

APPRENTICESHIP PROGRAM

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Please list the subcontractors that will be used on the project.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. Please list the apprentices and corresponding apprenticeship programs that will be used by the subcontractors to complete this project. If more space is needed, please attach supplemental sheets.

APPRENTICE'S NAME	APPRENTICESHIP PROGRAM
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Division 00
Section 00630

ANCHORAGE SCHOOL DISTRICT
APPRENTICESHIP UTILIZATION PROGRAM CALCULATIONS FORM

[illegible]

PENALTY TABLE

\$100,001 TO \$500,000

1ST NON-COMPLIANCE (30-DAY)	\$500.00	
2ND CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$750.00	
3RD 30-DAY CONSECUTIVE NON-COMPLIANCE	\$1,000.00	
4TH CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$1,000.00	AND FINDING OF NON-RESPONSIBILITY IN FUTURE BIDDING
FURTHER CONSECUTIVE NON-COMPLIANCE EXCEEDING 4TH NON-COMPLIANCE (30-DAY)	\$1,000.00	AND FINDING OF NON-RESPONSIBILITY IN FUTURE BIDDING

\$500,001 TO \$1,000,000

1ST NON-COMPLIANCE (30-DAY)	\$750.00	
2ND CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$1,500.00	
3RD CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$2,500.00	
4TH CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$5,000.00	AND FINDING OF NON-RESPONSIBILITY IN FUTURE BIDDING
FURTHER CONSECUTIVE NON-COMPLIANCE EXCEEDING 4TH NON-COMPLIANCE (30-DAY)	\$5,000.00	AND FINDING OF NON-RESPONSIBILITY IN FUTURE BIDDING

\$1,000,001 TO \$3,000,000

1ST NON-COMPLIANCE (30-DAY)	\$1,000.00	
2ND CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$2,500.00	
3RD CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$5,000.00	
4TH CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$7,500.00	AND FINDING OF NON-RESPONSIBILITY IN FUTURE BIDDING
FURTHER CONSECUTIVE NON-COMPLIANCE EXCEEDING 4TH NON-COMPLIANCE (30-DAY)	\$7,500.00	AND FINDING OF NON-RESPONSIBILITY IN FUTURE BIDDING

\$3,000,001 TO \$5,000,000

1ST NON-COMPLIANCE (30-DAY)	\$1,500.00	
2ND CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$3,000.00	
3RD CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$7,500.00	
4TH CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$10,000.00	AND FINDING OF NON-RESPONSIBILITY IN FUTURE BIDDING
FURTHER CONSECUTIVE NON-COMPLIANCE EXCEEDING 4TH NON-COMPLIANCE (30-DAY)	\$10,000.00	AND FINDING OF NON-RESPONSIBILITY IN FUTURE BIDDING

OVER \$5,000,000

1ST NON-COMPLIANCE (30-DAY)	\$2,500.00	
2ND CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$5,000.00	
3RD CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$8,000.00	
4TH CONSECUTIVE NON-COMPLIANCE (30-DAY)	\$10,000.00	AND FINDING OF NON-RESPONSIBILITY IN FUTURE BIDDING
FURTHER CONSECUTIVE NON-COMPLIANCE EXCEEDING 4TH NON-COMPLIANCE (30-DAY)	\$10,000.00	AND FINDING OF NON-RESPONSIBILITY IN FUTURE BIDDING

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Division 00
Section 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

REFERENCE:

The General Conditions shall be GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, ANCHORAGE SCHOOL DISTRICT, ANCHORAGE, ALASKA, bound herein.

SUPPLEMENTS:

Supplements may modify, change, delete, or add to these General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, or any subparagraph or clause thereof is modified, or deleted by supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. The General Conditions and the Supplementary General Conditions are applicable to all of the Work under this Contract and shall apply to the Contractor and all Subcontractors, Sub-subcontractors, and Material Suppliers and Vendors.

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ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The following terms as used in this Contract are defined as follows:

"Architect / Engineer or A/E": The design consultant of the Owner.

"Construction Manager": Supervises the construction phase of construction projects for the Anchorage School District Facilities Department.

"Contract": The Agreement between Owner and Contractor and the referenced Contract Documents stated therein.

"Contractor": The person, firm, or corporation contractually responsible to the Owner to provide the services called for by this Contract. Such entity may also be referred to as Managing General Contractor, General Contractor, or Prime Contractor.

"Days": Calendar days unless otherwise noted.

"Direct Cost": A direct cost is any cost that can be identified specifically with a particular final cost objective, i.e., with this contract, or an item of extra work, or change order under the contract.

"Senior Director of Capital Planning & Construction": Manages the Operations of the Anchorage School District Capital Planning & Construction Department.

"Furnish": Supply and deliver to the project including the cost to supply and deliver.

"Indirect Cost": An indirect cost, collectively called overhead, is any cost not directly identified with a single, final cost objective, but identified with two or more final cost objectives or an intermediate cost objective.

"Install": Build into the Work, ready to use in a complete, finished, and operable system, including the cost to install.

"Owner": The Anchorage School District, its Anchorage School Board of Education, the Superintendent of the Anchorage School District, and its employees.

"Project Manager": The person designated by the Senior Director of Capital Planning & Construction as the Owner's representative for this Contract, responsible for the day-to-day coordination between the Owner and the Contractor.

"Provide": Furnish and install for a complete, finished, and operable system.

"Reasonable Cost": A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred in a competitive market.

"Shop Drawings, Setting Drawings, Manufacturer's Printed Information and Submittal (collectively known as "Submittals")": The Contractor's information consisting of drawings, catalogs, illustrations, calculations, and other data delivered to the Owner for the purpose of assuring the Owner, prior to execution of that part of the Work, that the prescriptive element, component, subsystem, or service to be provided generally conforms with the

Contract. The Contractor is responsible to the Owner for the accuracy and completeness of the Submittals.

"Subcontractor": A person, firm, or entity who has a direct contract with the Contractor to perform any of the work.

"Work" or "Project": The finished product required by the Contract Documents together with the means and methods as determined, by the Contractor, to achieve the finished product.

1.1. 2 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Drawings, the Project Manual, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a directive for change in the work pursuant to Section 12.1.2 or (2) a change order pursuant to Section 12.2.6.

1.1. 3 THE CONTRACT

The Contract is the sum of all the Contract Documents. This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.2.

1.1. 4 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1. 5 THE PROJECT

The Project is the total construction, of which the Work performed under the Contract documents may be the whole or a part.

1.1. 6 SCHOOL BOARD

Board of Education of the Anchorage School District, Anchorage, Alaska.

1.1. 7 BIDDER

Any individual, firm, partnership, corporation or combination thereof, formally submitting a bid for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

1.1. 8 MUNICIPALITY

Municipality of Anchorage, Alaska.

1.1. 9 PROPOSAL

1.1.9.1 BID PROPOSAL

The written proposal of the Bidder on the form furnished by the Owner for the Work contemplated, and which is required to be signed by the Bidder.

1.1.9.2 REQUEST FOR PROPOSAL (RFP)

The offer of the Contractor submitted on the prescribed form from the Project Manager to perform the work and furnish labor, material and all other costs at the prices quoted by the Contractor for proposed changes in the work.

1.1. 10 SPECIFICATIONS

The products, directions, requirements, explanations, terms and provisions pertaining to the various features of the Work to be done and the manner and method of performance. The specifications include such directions, requirements and explanations as appear on the drawings and as may otherwise be defined.

1.1. 11 PROJECT SITE

The geographic location of the Project as indicated on the Drawings.

1.1. 12 PROJECT MANUAL

The Project Manual includes the Bidding and Contract Requirements, Project Schedule Milestone Dates, General and Supplementary Conditions, Wage Rates, the Specifications and project drawings incorporated by reference.

1.1. 13 REQUEST FOR INFORMATION

Request for Information. Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Project Manager. The Contractor may make written request to the Project Manager for such interpretations. Such interpretations will be consistent with and reasonably inferable from the Contract Documents.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract shall be signed in doubles by the Owner and Contractor, each of which shall be deemed an original, but all or which shall constitute one and the same instrument.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Except as otherwise specifically provided, the Contractor shall furnish all labor, tools, implements, machinery, supplies, materials, and incidentals, and shall do all things necessary to perform and to complete the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings unless otherwise specifically defined herein.

1.2.4 The organization of the Specifications into division, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by a trade.

1.2.5 If any portion of the Contract Documents shall be in conflict with any other portion, the

various documents comprising the Contract Documents shall govern in the following order of precedence:

- 1.2.5.1 The Owner-Contractor Agreement;
- 1.2.5.2 Modifications;
- 1.2.5.3 Addenda;
- 1.2.5.4 Section 00800 - Supplementary General Conditions;
- 1.2.5.5 Section 00700 - General Conditions of the Contract for Construction;
- 1.2.5.6 Specifications - embodying all other sections in the Project Manual;
- 1.2.5.7 Drawings: as between schedules and information given on Drawings, the schedules shall govern; as between written dimensions given on Drawings and scaled measurements, the written dimensions shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern;
- 1.2.5.8 Performance Bond, Labor and Material Payment Bond;
- 1.2.5.9 Bid/Proposal Form;
- 1.2.5.10 Instructions to Bidders/Proposers;
- 1.2.5.11 Invitation to Bid/Request for Proposal;
- 1.2.5.12 Community Workforce Agreement

All such conflicts shall be reported, in writing, to the Project Manager. Schedules, lists, indexes, tables, inventories, written instruction, written descriptions, summaries, statements, classifications, specifications, written selections, or written designations, although appearing on the Drawings, are deemed to be and are "Specifications" as defined by this Subparagraph 1.2.5. The principles as set forth herein shall not alter the provisions of Subparagraph 1.2.3.

In the event there is a conflict between or among any provisions within one of the component parts of the Contract Documents, the higher standard or more stringent requirement shall govern.

- 1.2.6 The Contractor agrees that nothing contained in the Contract Documents or any contract between the Owner and the Architect shall create any contractual relationship between the Architect and the Contractor, any Subcontractors, Sub-subcontractors, Material Suppliers or Vendors. The Contractor acknowledges and agrees that this Contract is not intended to create, nor shall any provision be interpreted as creating, any contractual relationship between the Owner or Contractor or any third parties.
- 1.2.7 Any material or operation specified by reference to published specifications of a manufacturer, a society, an association, a code, or other published standard, shall comply with requirements of the listed document and project specifications; or as between referenced documents, the more stringent code or performance requirements shall govern. The Contractor, if requested, shall furnish an affidavit from the manufacturer certifying that the materials or products delivered to the Project meet the requirement specified.

1.3 OWNERSHIP AND USE OF DOCUMENTS

- 1.3.1 All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project.
- 1.3.2 The Owner will provide conformed drawings and specifications incorporating Addenda items into the Contract Documents. A reasonable number of reproduced sets will be provided to the contractor without charge.

END OF ARTICLE 1

ARTICLE 2

ARCHITECT

2.1 DEFINITION

- 2.1.1 The Architect is the person or organization lawfully licensed to practice architecture, or an entity lawfully practicing architecture identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect and his engineers, whether under contract or within his own organization, or his authorized representative.
- 2.1.2 The term Architect is interchangeable with the term Project Architect, and is exclusive of the services of the Asbestos Abatement Architect.
- 2.1.3 The Asbestos Abatement Architect is not a part of the Architect's organization.

2.2 SERVICES OF THE ARCHITECT

- 2.2.1 The Architect will provide certain services as hereinafter described.
- 2.2.2 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents provided by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 2.2.3 The Architect and his consulting engineers (including but not limited to the structural, mechanical, and electrical disciplines) will visit the site at intervals appropriate to the stage of construction to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Unless otherwise provided in the Owner-Architect Agreement, the Architect and his consulting engineers will not be required to make exhaustive or continuous on-site inspection or observations to check the quality or quantity of the Work, but they shall make as many on-site inspections and observations as may reasonably be required to fulfill their obligations to the Owner. On the basis of such on-site observation, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
- 2.2.4 The Architect will render written field reports to the Project Manager in the form required by the Project Manager relating to the periodic visits and inspections of the Project required by Subparagraph 2.2.3.
- 2.2.5 The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the work.
- 2.2.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform his functions under the Contract Documents.
- 2.2.7 The Project Manager will consult with the Architect regarding the Contractor's Applications for Payment and both shall sign the Applications for Payment as provided in Subparagraph

9.4.

- 2.2.8 As required, the Architect will render to the Project Manager interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon.
- 2.2.9 All communications, correspondence, submittals, and documents exchanged between the Architect and the Contractor in connection with the Project shall be through or in the manner prescribed by the Project Manager.
- 2.2.10 All interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents.
- 2.2.11 The Architect's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents and approved by the Project Manager.
- 2.2.12 If the Architect observes any Work that does not conform to the Contract Documents, the Architect shall promptly report in writing this observation to the Project Manager. The Architect will prepare and submit to the Project Manager punchlists of the Contractor's Work which is not in conformance with the Contract Documents. The Project Manager will transmit such punchlists to the Contractor.
- 2.2.13 The Architect will review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and for general compliance with the Contract Documents. Such action shall be taken in no more than twenty-one (21) days of receipt unless otherwise authorized by the Project Manager.
- 2.2.14 The Project Manager will establish with the Architect procedures to be followed for review and processing of all Shop Drawings, catalog submittals, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.
- 2.2.15 The Architect will prepare technical documentation for Change Orders when directed by the Project Manager.
- 2.2.16 The Architect and the Project Manager will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate of Substantial Completion.
- 2.2.17 Unless otherwise provided in the Contract Documents, or the Owner-Architect Agreement, the Architect will prepare a set of reproducible record prints of Drawings showing significant changes in the Work made during the construction process, based on neatly and clearly marked-up prints, Drawings, and other data furnished by the Contractor.
- 2.2.18 In case of the termination of the employment of the Architect, the Owner may appoint an architect against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the former architect, or the Owner may have the Project Manager assume all of the services of the Architect thereafter.

2.3 ASBESTOS ABATEMENT ARCHITECT

- 2.3.1 Solely with regards to asbestos abatement, the Asbestos Abatement Architect shall be afforded the same rights and authority as hereinbefore allowed the Architect.

2.3.2 The Architect is not a part of the Asbestos Abatement Architect's organization.

2.4 SEPARATE ARCHITECT, ENGINEER OR ARCHITECT/ENGINEER

2.4.1 Unless otherwise noted in the Contract Documents, the Separate Architect, Engineer or Architect/Engineer, as defined by the Supplementary General Conditions, Document 00800, shall be afforded the same rights and authority as hereinbefore allowed the Architect.

2.4.2 The Contract Documents, when applicable, shall define the portion of the Work relating to the services of the Separate Architect, Engineer or Architect/Engineer.

END OF ARTICLE 2

ARTICLE 3

OWNER

3.1 DEFINITIONS

- 3.1.1 The Owner is the Anchorage School District acting through its legally constituted officials, officers, employees, or agents and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or its authorized representative or agent.
- 3.1.2 The Asbestos Abatement Consultant is under separate Agreement with the Owner. Communications protocol between the Contractor and the Asbestos Abatement Architect shall be as established by the Project Manager.

3.2 PROJECT MANAGER

- 3.2.1 The Project Manager will be the Owner's representative and agent to the Contractor with respect to the Project during construction and until the issuance of the final Certificate for Payment. The term Project Manager is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's communications with the Contractor and the Architect will be through the Project Manager, who will have full authority to act on behalf of the Owner with regard to all aspects of the Project except that the Owner must approve all Change Orders and payments to the Contractor. The Project Manager's actions with regard to this project will be as an agent and representative of the Owner.
- 3.2.2 The Project Manager is not authorized to revoke, alter, change, relax, or release any requirements of the Contract, nor to approve or accept any portion of the Work not executed in accordance with, nor to issue instructions contrary to, the Contract Documents.
- 3.2.3 Nothing contained within the Contract Documents shall create any contractual relationship between the Project Manager and the Contractor.

3.3 INFORMATION, SERVICES AND RIGHTS OF THE OWNER

- 3.3.1 The Owner, through the Project Manager, will provide administration of the Contract as hereinafter described.
- 3.3.2 The Owner and the Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.
- 3.3.3 The Owner and the Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Project Manager will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 3.3.4 The Project Manager shall have authority on behalf of the Owner to condemn or reject Work when, in the Project Manager's opinion the Work does not conform to the Contract Documents. Whenever, in the Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Project Manager shall have the authority to require special inspection or

testing of any Work in accordance with the provisions of the Contracts Documents, whether or not such Work be then fabricated, installed, or completed.

- 3.3.5 The Project Manager will have authority to require additional inspection or testing of the Work in accordance with Subparagraph 7.7.3, whether or not such Work be then fabricated, installed, or completed. However, neither the Project Manager's authority to act under Subparagraphs 3.3.4 and 3.3.5, nor any decision made by the Project Manager in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Project Manager to the Contractor, any Subcontractor, any of their agents or employees, or any other persons performing any of the work.
- 3.3.6 The Project Manager shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, and representatives of his Subcontractors, and Material Suppliers, and Vendors and the Architect, to discuss such matters as procedures, progress, changes, problems, claims and scheduling.
- 3.3.7 The Project Manager will establish procedures to be followed for processing all Shop Drawings, catalogs, and other project reports, and other documentation, test reports, and maintenance manuals.
- 3.3.8 The Project Manager will review all requests for changes and shall implement the processing of Change Orders, including applications for extension of the Contract time.
- 3.3.9 Project scheduling shall occur as set forth in Division 1, Section 01311 of the General Requirements, entitled "Schedules and Reports". The Owner and the Project Manager will not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the Contractor's accepted schedule or the failure of the Contractor to meet the Project Schedule Milestone Dates as set forth under Section 00200 hereof or the failure of the Contractor to schedule and coordinate the Work of his own trades and Subcontractors, and Material Suppliers and Vendors, or the failure of the Contractor to coordinate and cooperate with other separate contractors.
- 3.3.10 The Project Manager, in consultation with the Architect, will review and process all Applications for Payment by the Contractor, including the final Application for Payment.
- 3.3.11 The Owner and the Project Manager will not be responsible for the acts or omissions of the Contractor, or any Subcontractor, or Material Supplier and Vendor, or any contractor's, subcontractor's or Material Supplier's and Vendor's agents or employees, or any other persons performing any of the Work.
- 3.3.12 The Owner shall, if requested by the Contractor, furnish all existing and available surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project.
- 3.3.13 Except as otherwise provided in the Contract Documents, the Owner shall pay for necessary easements required for permanent structures or for permanent changes in existing facilities. The Contractor shall be responsible for obtaining all necessary permits and coordinating the securing of easements, inspections and approvals for permanent structures and all associated work.
- 3.3.14 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.
- 3.3.15 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications, and such supplemental

documents as are reasonably necessary for the execution of the Work.

- 3.3.16 The foregoing rights are in addition to other rights of the Owner enumerated herein and those provided by law.

3.4 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- 3.4.1 The Owner reserves the right to perform other work at the project site(s) with his own forces, and to award separate contracts in connection with portions of other work on the site.
- 3.4.2 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work, and shall coordinate his Work with theirs as required by the Contract Documents.
- 3.4.3 A pre-construction conference will be held with the Contractor, Project Manager, and other contractors performing work at the project site, for the purpose of coordinating work in areas where more than one contractor may be working. The time of the meeting will be established by the Owner's Representative prior to the Contractor commencing his work.
- 3.4.4 The Contractor shall attend additional coordination meetings, as requested by the Owner's Representative.

3.5 OWNER'S RIGHT TO STOP OR TO SUSPEND THE WORK

- 3.5.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the Owner, through the Project Manager, by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Project Manager to stop the Work on behalf of the Owner shall not give rise to any duty on the part of the Project Manager to exercise this right for the benefit of the Contractor or any other person or entity.
- 3.5.2 The Project Manager may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Owner.
- 3.5.3 Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocated to the Work covered by the order during the period of Work suspension.
- 3.5.4 If the performance of all or any part of the Work is suspended, or delayed, or interrupted by the Owner or the Project Manager pursuant to Subparagraph 3.5.2, the Contractor may make application for an adjustment in contract time and contract sum pursuant to Paragraph 12.2, and Division 1, Section 01311, Paragraph 2.03, respectively. No such adjustment shall be made if the performance of the Work is suspended by the Owner pursuant to Subparagraph 3.5.1.

3.6 OWNER'S RIGHT TO CARRY OUT THE WORK

- 3.6.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Project Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have,

make good such deficiencies and may further elect to complete all Work thereafter through such means as the Owner may select, including the use of a new Contractor. In such a case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including additional Owner administrative and legal costs, and compensation for the Architect's and the Project Manager's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

3.7 AUDIT

- 3.7.1 The Owner shall have access to the Contractor's books, accounts, records, invoices and other records and documents pertaining to the Project at all reasonable times for the purpose of inspecting and auditing such. The Contractor shall provide to the Owner his daily manpower and equipment reports for all Subcontractors and any and all information requested or required by the Owner to validate or verify an Application for Payment, claim for cost or a requisition. The Contractor shall have no right to additional compensation or time in the event a requisition is delayed due to the inability of the Owner to validate or verify an Application for Payment due to the failure or refusal of the Contractor to allow such inspection or audit or to provide such requested information.
- 3.7.2 The Contractor shall maintain all data and records pertinent to the Work performed under this Contract in accordance with generally accepted accounting principles, and shall preserve and make available all data and records until the expiration of three (3) years from the date of final payment under this Contract, or for such longer period, if any, as is required by applicable statute, pending litigation, or by other articles of this Contract. The Owner and its authorized representatives shall have access to all such data and records for such time period to inspect, audit and make copies thereof during normal business hours.
- 3.7.3 The Contractor covenants and agrees that it shall require that any Subcontractor and any Sub-Subcontractor utilized in the performance of this Contract shall permit the authorized representatives of the Owner to similarly inspect and audit all data and records of said Subcontractors and Sub-Subcontractors relating to the performance of said Subcontractors and Sub-Subcontractors under this Contract for the same time period specified above.

END OF ARTICLE 3

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

- 4.1.1 The Contractor is the person or organization identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative, who shall have the authority to bind the Contractor in all matters pertinent to this Contract.

4.2 REVIEW OF CONTRACT DOCUMENTS

- 4.2.1 Before placing his proposal to the Owner, and continuously after execution of the Contract, the Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner, through the Project Manager, any error, inconsistency or omission he may discover, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. By submitting his proposal or bid for the Contract and the Work under it, the Contractor agrees that the Contract Documents appear accurate, consistent, and complete insofar as can reasonably be determined. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents and, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and Material Suppliers and Vendors, and their agents and employees, and other persons performing any of the work.
- 4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect or the Project Manager in their administration of the Contract, or by inspections, tests or approvals (or the lack thereof) required or performed under Paragraph 7.7 by persons other than the Contractor.
- 4.3.4 Independent of this Contract, the Owner has undertaken a long term asbestos abatement program by which the Owner intends to properly document the existence of asbestos-contained materials and the lawful removal of ACM by qualified asbestos abatement contractors or subcontractors in accordance with the Asbestos Hazard Emergency Response Act (AHERA) and the Asbestos School Hazard Abatement Reauthorization Act (ASHARA). As part of this asbestos abatement program, the Owner has employed a private consultant to locate asbestos-containing materials present in the Owner's facilities. A copy of the AHERA report as it relates to the facility which is involved in this Contract can be obtained from the Owner by contacting the Project Manager.

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Division 00

Section 00700

- 4.3.4.1 Before starting the Work or any Section of the Work, the Contractor shall inspect or, if using a Subcontractor for a Section of the Work, shall cause his Subcontractor to inspect all preparatory work, including that performed prior to the commencement of the Work under this Contract, for the presence of suspected asbestos-containing materials.
- 4.3.4.2 If the Contractor or his Subcontractor encounters any asbestos-containing material or suspected asbestos-containing material -- whether such material is identified in the AHERA report or the private consultant's report or not -- the Contractor shall bring it to the immediate attention of the Project Manager by timely written notice. Such notification shall be considered timely if received by the Project Manager within two (2) days after the discovery of the asbestos-containing material or suspected asbestos-containing material by the Contractor or by a Subcontractor if the Contractor uses a Subcontractor to perform that Section of the Work. If the Contractor does not give timely notice of the presence of asbestos-containing material or suspected asbestos-containing material, the Contractor will not receive additional compensation for delay caused by the necessity of the Owner to stop work and abate asbestos-containing material during the course of the Work. Failure of a Subcontractor to report the presence of asbestos-containing material or suspected asbestos-containing material to the Contractor shall not relieve the Contractor of his responsibilities hereunder.
- 4.3.4.3 If the Contractor, or his employees, agents or subcontractors intentionally or negligently disturbs or removes, or causes to be disturbed or removed, all or a portion of asbestos-containing material, the Contractor shall indemnify, hold harmless and defend the School District and the Project Manager from and against any claims, damages, losses and expenses, and alleged claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from any cleanup/decontamination work, medical treatment, or legal action arising or resulting from said intentional or negligent disturbance or removal of asbestos-containing material.
- 4.3.5 The Contractor shall make all necessary arrangements and so conduct the Work that all parts of the same will be carried out simultaneously and harmoniously and that the work of installing the various sections or items of same shall not interfere with or retard the progress of other Work.
- 4.3.6 If it becomes necessary at any time during the progress of the Work to move materials and/or equipment which have been temporarily located or stored, the Contractor shall move them or cause them to be moved, at his expense. Care shall be taken that no part of the Work shall be overloaded at any time.
- 4.3.7 The Contractor shall furnish all required information to ensure continuity between various sections of the Work and to avoid delay and obviate defects on any part of the whole Work, all as approved by the Owner.
- 4.3.8 Any damage caused by the handling or installation of materials or equipment, or the carrying out of any portion of the Work must also be made good by the Contractor to the satisfaction of the Project Manager.
- 4.3.9 The Contractor shall compare all the various drawings, and shall install Work in a manner to provide for all clearances and finishes indicated thereon. Work under each trade shall be arranged to clear piping, equipment, etc., of all other trades.
- 4.3.10 The Contractor shall inform himself fully regarding any peculiarities and limitations of the

space available for the installation of the material. He shall see that all equipment, such as valves, or other appliances necessary to be reached from time to time for operations and maintenance are made readily accessible.

- 4.3.11 The construction of the Work may develop conditions that render impracticable the location of equipment as shown or noted. In such cases, before installing his Work, the Contractor shall call the condition to the attention of the Project Manager for resolution.
- 4.3.12 It shall be the Contractor's sole responsibility to so coordinate the Work that chases or other recesses in walls shall be provided where required, and that reasonable clearance between the work of various trades shall be maintained. The layout for openings and chases through walls, floors, and partitions, etc., shall be arranged in advance of the actual construction and the work carried out without unnecessary and superfluous cutting, etc., after the Work has been completed.
- 4.3.13 Dimensions shall be verified by the measurements of the buildings and the property, and the Contractor shall be responsible for all of his work fitting in place in a satisfactory and workmanlike manner.
- 4.3.14 The Contractor has carefully examined, in detail, all of the Drawings and Specifications and the time established for completion of the Work, and he accepts them as adequate to meet the requirements specified.
- 4.3.15 The Contractor shall be responsible for coordinating the work performed by any artist in connection with the project's ornamentation with the construction of this project, so that there shall be no unnecessary delay or interference in connection with said construction.
- 4.3.16 The Contractor shall coordinate and generally supervise the Work of this Contract and shall coordinate his Work with Work performed under Separate Contracts by mutual arrangement and agreement with the Contractors for those Contracts and the Project Manager. Unresolved disputes will be finally resolved by the Project Manager, subject to approval of the Owner, and the dispute resolution provisions of Subparagraph 12.5.

4.4 LABOR AND MATERIALS

- 4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents, and any applicable building permit, conditional and final certificate(s) of occupancy, code or statute, whether specifically required by the Contract Documents or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Project Manager may, by notice in writing, require the Contractor to promptly remove from the site of the Work any employee or worker the Project Manager deems incompetent, careless or otherwise objectionable including violation of District Policies relating to alcohol, illegal drugs, or firearms on District property.
- 4.4.3 The Contractor shall be responsible for ensuring that the Work is completed in a skillful and workmanlike manner.

4.5 WARRANTY

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- 4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, is defective. If required by the Project Manager or the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.
- 4.5.2 The warranties set forth in this Paragraph 4.5 and elsewhere in the Contract Documents shall survive final acceptance under Paragraph 9.9.

4.6 TAXES

- 4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

- 4.7.1 Except as specifically provided in Subparagraph 3.3.13 the Contractor shall secure and pay for (1) all permits and governmental fees, licenses and inspections necessary for the proper execution of the Work which are legally required at the time the bids are received, and (2) all permits and governmental fees, licenses and inspections from any agency or department of the Municipality of Anchorage that would be necessary for the proper execution of the Work or legally required at the time bids are received just as if the Work were performed and the Project located within the Municipality of Anchorage. The Municipality of Anchorage shall be considered a "public authority bearing on the performance of the Work" and a "public authority having jurisdiction" for purposes of this Contract.

- 4.7.1.1 The Anchorage School District has paid for the Municipality of Anchorage's Building Plan Review and Building Fee Permit. Contractor shall obtain permit upon notice from Project Manager.

- 4.7.2 The Contractor shall give all notices and comply with all such laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.
- 4.7.3 If the Contractor performs any Work knowing it to be contrary to any such laws, ordinances, rules, regulations or orders of any public authority bearing on the performance of the Work, and does so without reasonable notice to the Project Manager, the Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.
- 4.7.4 Notification, coordination and completion of the installation of all required utilities, whether temporary or permanent, is the sole responsibility of the Contractor. The Owner shall not be responsible for any damage or delay caused by any party's inability to perform installations in the time frame desired by the Contractor.

4.8 ALLOWANCES

- 4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

- 4.8.2.1 These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- 4.8.2.2 The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowances;
- 4.8.2.3 Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

- 4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance full-time at the Project Site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor. If requested by the Project Manager, the Contractor shall provide a management chart and a list of personnel in a number stipulated by the Project Manager which shall comprise the superintending staff. In such event, all references to the superintendent elsewhere in the Contract Documents shall mean the superintending staff.
- 4.9.2 The superintendent shall be in attendance at the Project Site not less than eight (8) hours per day, five (5) days per week, unless the job is closed down due to a general strike or conditions beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. The superintendent shall not be employed on any other project during the course of the Work.
- 4.9.3 In the event any of the following conditions shall exist, the Contractor shall require that his superintendent be at the Project Site not less than ten (10) hours per day, six (6) days per week:
 - 4.9.3.1 Should Substantial Completion not be accomplished on schedule.
 - 4.9.3.2 Should Final Completion not be accomplished on schedule.
 - 4.9.3.3 Should the Contractor's progress schedule indicate the Contractor to be fourteen (14) or more days behind schedule at any time during construction up until thirty (30) days prior to scheduled Substantial Completion.
 - 4.9.3.4 Should the Contractor's progress schedule indicate the Contractor to be seven (7) or more days behind schedule at any time during the last thirty (30) days prior to scheduled Substantial Completion.

4.10 CONSTRUCTION SCHEDULE

- 4.10.1 The Contractor shall prepare and submit to the Project Manager for the Owner's review and acceptance a construction schedule pursuant to and in accordance with Division 1, Section 01311 of the General Requirements entitled "Project Schedule."

4.11 DOCUMENTS AND SAMPLES AT THE SITE

- 4.11.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Project Manager and the Architect and shall be delivered to the Project Manager upon substantial completion of the Work.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, diagrams, and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- 4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 4.12.4 The Contractor shall review, approve and submit using the ASD Procore Construction Management Program, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents, or subsequently by the Project Manager. The Contractor's Shop Drawings, Product Data, and Samples submissions shall be coordinated and consistent with the Contractor's Project Scheduling obligations under Division 1, Section 01311 of the Contract Documents. Shop Drawings and Samples shall be properly identified as specified, or as the Project Manager may require. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.
- 4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instruction pertaining to Shop Drawings which may be issued by the Project Manager.
- 4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval and Project Manager's review of Shop Drawings, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Architect and Project Manager in writing of such deviation at the time of submission and the Architect and Project Manager have given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omission in the Shop Drawings, Product Data or Samples by the Architect's approval of or Project Manager's review thereof.
- 4.12.7 The Contractor shall promptly make corrections required by the Architect and shall resubmit the required number of corrected copies of Shop Drawings or new Product Data or Samples. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the

Architect on previous submittals. Resubmittals necessitated by required corrections due to Contractor's errors or omissions, or less than complete submittals as required by the specifications, shall not be cause for extension of Contract Time.

- 4.12.8 The Contractor shall keep on the job at all times copies of approved Shop Drawings, Product Data or Samples which bear the review stamp of the Architect/Engineer.
- 4.12.9 The review of Shop Drawings, Product Data or Samples by the Architect and Project Manager shall not relieve the Contractor from his responsibility to coordinate the work of the Subcontractors.
- 4.12.10 The review of Shop Drawings, Product Data or Samples by the Architect and the Project Manager shall not relieve the Contractor of his responsibilities to construct the work in accordance with the Contract Documents.
- 4.12.11 The review of Shop Drawings, Product Data or Samples by the Architect shall not be construed as an approval of the quantities of materials or confirmation of dimensions.
- 4.12.12 In preparing a schedule for delivery of materials the Contractor shall allow reasonable time for the approval, including resubmissions due to Contractor's errors and omissions, of Shop Drawings, Product Data or Samples.
- 4.12.13 When Shop Drawings, Cuts, or Brochures are forwarded to the Architect by the Contractor for approval, a copy of the Contractor's letter of transmittal with project name, Contractor's name, number of drawings, title and other pertinent data covering each transaction is to be mailed to the Project Manager. The Architect and his consulting Engineers shall follow the same procedure when it is necessary for them to return or transfer Shop Drawings, Cuts or Brochures either between themselves or to the Contractor for changes, corrections or resubmittal, so that the Project Manager can record and follow procedure for each transaction to finality.
 - 4.12.13.1 Pursuant to and consistent with the Contractor's Project Schedule development obligations under Division 1, Section 01311 of the Contract Documents, the Contractor shall submit Shop Drawings, Product Data and Sample submission schedule information to the Architect and Project Manager. The Contractor shall submit, and the Architect and Project Manager will review, the Contractor's submittals in accordance with the Contractor's accepted Preliminary and Detailed Project Schedules, as required under Division 1, Section 01311 of the Contract Documents. The Contractor shall submit no Shop Drawings, Product Data or Samples which do not comply with the Contract Documents.
 - 4.12.13.2 No portion of the Work requiring a Shop Drawing, Product Data or Sample submission shall be commenced until such submission has been reviewed, and approved, by the Architect in accordance with Subparagraph 2.2.13. All such portions of the Work shall be in accordance with approved submittals.
 - 4.12.13.3 No claim for delay shall be allowed the Contractor on account of failure of the Architect to furnish drawings or approval of Shop Drawings and Samples until at least twenty-one (21) days after submission to the Architect.
- 4.12.14 Shop Drawings, Product Data, and Samples shall be dated and shall bear the name of the Project; a description or the names of equipment, materials and items; and complete identification of locations at which materials or equipment are to be installed.

4.12.15 In submitting for approval the use of any material or device as the equal of some other material or device specified by name, the Contractor shall submit a sample of the material specified and also a sample of the material proposed to be submitted as the equal thereof, together with any supporting data necessary to reasonably allow the Architect and the Project Manager to review the material.

4.12.16 In case of devices, samples of which cannot readily be submitted, catalogs and other data, shall be submitted.

4.12.17 Any material or device proposed to be substituted shall not be deemed acceptable except by written communication from the Architect and Project Manager.

4.12.18 All Work for which samples are required to be submitted and approved shall be executed and performed in conformity with the said approved samples.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the building or site with any materials or equipment.

4.13.2 The Contractor shall coordinate all of his operations with and secure approval from the Project Manager before using any portion of the site.

4.13.3 All Work or materials of every description subject to injury during the course of the Work shall be fully protected from damage from any source. In any event, should any Work or materials under this Contract, become damaged in any way or manner the Contractor shall repair and perfect the same at his own expense, and when the entire Contract is completed, the building and premises shall be delivered to the Owner without defects. Any damage which may be caused by the installation of any portion of the Work covered by these specifications and conditions, or by the Contractor shall be satisfactorily made good and repaired by the Contractor without cost to the Owner.

4.13.4 The Contractor shall provide and maintain all lights, footways, guards, fences, gates, etc., for the proper protection of the public, and shall comply with all municipal rules, regulations, ordinances and laws, relating to the prosecution of his work.

4.13.5 The Contractor shall properly and carefully shore up or otherwise support all live water, sewer and gas pipes, electric wires, free-standing walls, conduit, etc., which may be encountered.

4.13.6 The Contractor shall furnish for his use, throughout the entire construction all scaffolding, ladders, decking or runways as needed to perform the Work under this Contract.

4.13.7 The Contractor shall construct elevators, cranes and other rigging, concrete lifts, etc., as required for his Work.

4.13.8 All such construction shall be carried out as required by the code or authority having jurisdiction. No cranes or other heavy equipment shall be located or moved in such manner as to damage or strain the framework or any part(s) of the proposed building and/or existing building.

4.13.9 As construction proceeds, the Project Manager may deem it necessary to have the Contractor move trailers, fences, stored materials, etc., to facilitate the construction. Upon written notice from the Project Manager, this will be done without additional cost to the

Owner.

4.13.10 When school is in session the Contractor will be restricted to the areas which do not interfere with school operations. These areas shall be safety and security fenced to not impact school operations. Additional areas may be utilized upon concurrence of the Project Manager. The Contractor shall minimize his impact on the educational program while his work is in progress. Workers must stay out of school while school is in session. All work in the existing school can only take place during the hours approved by the Project Manager

4.13.11 The Contractor must maintain interior building fire exits through the construction areas and maintain these exits during all school operation hours, to the satisfaction of the Authorities having Jurisdiction. These exit routes may not be modified without concurrence of the Project Manager and the School Principal.

4.13.12 The Contractor must maintain fire equipment access routes open to site and buildings. According to UFC 10.502 fire equipment access and water supplies shall be installed and made serviceable prior to and during the time of construction. This is the Contractor's responsibility to coordinate.

4.13.13 The Contractor shall keep the boilers operational while the average outside temperature is below 60° F while the school program is in operation or at any time temperature is below 40° F, to protect facility utility systems.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate Contractor except with the written consent of the Owner and of such separate Contractor. The Contractor shall not unreasonably withhold, from the Owner, or any separate contractor his consent to cutting or otherwise altering the Work.

4.14.3 Existing structures and facilities including but not limited to building, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the Contractor to the satisfaction of the Project Manager, the owner of such structures and facilities, and authorities having jurisdiction. In event the local jurisdictional authorities require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

4.14.4 Whenever, for the convenience of work, an oversized opening has been provided, it shall be the responsibility of the Contractor requesting and requiring such opening to eventually fill unused portions of such openings with the appropriate material and with special attention to penetrations of firewalls. Such repair shall be in accordance with Paragraph 4.14.1.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his

tools, construction equipment, machinery and surplus materials.

- 4.15.2 If the Contractor fails to clean up during or at the substantial or final completion of his Work, the Owner may do so as provided in Paragraph 6.3 and the costs thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

- 4.16.1 The Contractor shall forward all communications to the Architect or the Owner through the Project Manager, except as described under Paragraph 4.12.13.

4.17 ROYALTIES AND PATENTS

- 4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Project Manager.

4.18 INDEMNIFICATION

- 4.18.1 To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, hold harmless and defend the Owner, the Municipality of Anchorage and their Board or Assembly members, administrators, representatives, and employees, and the Project Architect and its agents, representatives, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, which arise out of or result from the performance of the Work, and which are:

- 4.18.1.1 Attributable to bodily injury, sickness, disease or death, or to injury to, pollution of, or destruction of property (other than the Work itself) including the loss of use resulting therefrom; and
- 4.18.1.2 Caused by the default of the Contractor, or by any act, whether negligent or wrongful, or omission of the Contractor, any Subcontractor, Material Supplier or Vendor, anyone directly or indirectly employed by any of them or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 4.18.2 In any and all claims against the Owner or the Municipality of Anchorage or their Board or Assembly members, administrators, representatives or employees, and the Project Architect and its agents, representatives, and employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor and Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

4.19 PERSONS AUTHORIZED TO SIGN DOCUMENTS

- 4.19.1 The Contractor, within five (5) days after the Notice to Proceed shall file with the Project Manager a list of all persons who are authorized to sign documents such as contracts,

modifications, schedules, certificates, and affidavits on behalf of the Contractor and to fully bind the Contractor to all the Conditions and provisions of such documents, except that in the case of a corporation he shall file with the Project Manager a certified copy of a resolution of the Board of Directors of the corporation in which are listed the names and titles of corporation personnel who are authorized to sign documents on behalf of the corporation and to fully bind the corporation to all the conditions and provisions of such documents. This person, or at least one of these persons, shall be available to meet in Anchorage, Alaska, with the Owner or his representative(s) to discuss, negotiate and/or resolve any Change Order or other Modification to the Contract or any other matter needing resolution by the parties as determined at the sole discretion of the Owner within forty-eight (48) hours after receipt of written notice, at no additional cost to the Owner.

4.20 CONDITIONS AFFECTING THE WORK

- 4.20.1 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, multi-prime contract conditions, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of his officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.
- 4.20.2 Until final acceptance by the Owner, the Contractor shall be in complete control of and fully responsible for the Work.
- 4.20.3 The Contractor shall give to the proper authorities all required notices relating to the Work in his charge, and shall be responsible for all acts and events which are violations of the law or which would be violations of the law had the Work been performed or the Project located within the Municipality of Anchorage.
- 4.20.4 Wherever herein mention is made of any article, material or workmanship to be in accordance with the laws, ordinances, building code, Underwriter's Code, and A.S.T.M. Specifications or similar expressions, the requirement of these laws, ordinances, etc., shall be construed as the minimum requirements of these Specifications, and all articles, materials and workmanship required by these laws, ordinances, etc., shall be provided by the Contractor without any additional cost to the Owner.
- 4.20.5 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 4.20.6 Where the requirements of the Specifications call for higher grade or are not in conflict with the laws, ordinances, etc., the Specifications shall govern.
- 4.20.7 In case of any apparent conflict between the Specifications and such laws, ordinances, etc., the Contractor shall immediately call the attention of the Project Manager (in writing) to such conflict for decision, before proceeding with any work which may involve such conflict.

END OF ARTICLE 4

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

- 5.1.1 A Subcontractor is a person, organization or entity who has a direct contract with the Contractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.
- 5.1.3 Nothing contained in the Contract Documents is intended to, nor shall it create, any contractual relationship between the Owner, the Project Manager, the Architect, or any of their agents, employees, or representatives and any Subcontractor or Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 The Contractor, in compliance with the requirements of the Contract Documents, shall furnish to the Project Manager in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Project Manager will within ten (10) days of receipt of such information reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Project Manager to reply within a reasonable time shall constitute notice of no reasonable objection. The Contractor understands and agrees that no contractual agreement exists for any part of the Work under this Contract between the Owner and any of the Contractor's Subcontractors or Sub-subcontractors. Further, the Contractor understands and agrees that he alone is responsible to the Owner for all of the Work under this Contract and that any review of Subcontractors or Sub-subcontractors by the Owner or Project Manager will not in any way make the Owner responsible to any Subcontractor or Sub-subcontractor, nor responsible for the actions or failures of any Subcontractor or Sub-subcontractor.
 - 5.2.1.1 Within ten (10) days after the Notice to Proceed, the Contractor shall furnish to the Project Manager, in writing, for acceptance by the Owner, a list of names of the Subcontractors, Sub-subcontractors, and Material Suppliers and Vendors, proposed for the principal portions of the Work.
 - 5.2.1.2 Within thirty-five (35) days after Notice to Proceed, the Contractor shall submit to the Project Manager, copies of Purchase Orders or other satisfactory evidence of purchase for all major materials.
- 5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Project Manager has made reasonable objection under the provisions of this Subparagraph.
 - 5.2.2.1 The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. There shall be no entitlement to additional compensation based upon the Project Manager's reasonable objection made

under this Section.

- 5.2.3 If the Project Manager has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Project Manager has no reasonable objection.
- 5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Project Manager makes reasonable objection to such substitution.
- 5.2.5 During the course of the Project the Contractor must notify the Project Manager in writing regarding any changes in any Work by any Subcontractor, Sub-subcontractor, Material Supplier or Vendor.

5.3 SUBCONTRACTUAL RELATIONS

- 5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors, Material Suppliers or Vendors.
- 5.3.2 In addition to Sub-Contractual agreement in Paragraph 5.3.1, the Contractor shall allow the Subcontractor, Sub-subcontractor, Material Supplier or Vendor to notify the Project Manager due to failure of payment, unwarranted retainage or deductions of payment or unwarranted lateness of payment.
- 5.3.3 As a condition precedent to the acceptance of the Contractor's proposed Preliminary and Detailed Project Schedules by the Project Manager, each major Subcontractor shall in writing, with the submission of said schedules by the Contractor, confirm that they have reviewed the Contractor's proposed Project Schedules, and that each concurs with the activity breakdowns, durations, cost loading, and logic as relates to each major Subcontractor's scope of the Work and the incorporation of said Work into the Contractor's proposed Preliminary and Detailed Project Schedules, as prescribed under Division 1, Section 01311 of the General Requirements of the contract documents.

5.4 PREPARATORY WORK

- 5.4.1 Before starting work, the responsible Subcontractor shall carefully examine all preparatory Work that has been executed to receive his Work. He shall check carefully, by whatever means are required, to ensure that his work and adjacent related Work will finish to proper contours, planes, and levels. He shall promptly notify the Contractor and the Project

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Manager of any defects or imperfections in preparatory Work which will, in any way, affect satisfactory completion of his Work. Absence of such notification will be construed as an acceptance of preparatory work and later claims of defects therein will not be recognized.

- 5.4.2 Each Subcontractor is required to follow the provisions of 4.3.4 relating to asbestos abatement.

5.5 PAYMENTS TO SUBCONTRACTORS, SUB-SUBCONTRACTORS, AND MATERIAL SUPPLIERS AND VENDORS

- 5.5.1 If the Project Manager withholds a Certificate for Payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, Sub-subcontractor, and Material Supplier and Vendor, the Contractor shall pay that Subcontractor, Sub-subcontractor, Material Supplier and Vendor on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his work to the extent completed, less any retained percentage.
- 5.5.2 The Contractor shall pay each Subcontractor, Sub-subcontractor, and Material Supplier and Vendor a just share of any insurance monies received by the Contractor, and he shall require each Subcontractor to make similar payments.

END OF ARTICLE 5

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.
- 6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 6.1.3 Upon transfer of such separate contracts to a General Contractor, if the Owner so desires to transfer such contracts, the Contractor shall be obligated to the conditions as outlined by Paragraph 6.3. of these Conditions.

6.2 MUTUAL RESPONSIBILITY

- 6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.
- 6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the Work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report in writing to the Owner shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.
 - 6.2.2.1 In addition to inspection as to defect, the Contractor, if so deemed necessary by the Contractor, shall measure or inventory work already in place or stored and shall at once report, in writing, to the Project Manager any conflicts between the executed Work and the Contract Documents the Contractor has signed his name thereto.
 - 6.2.2.2 Upon notification from the Owner that a part of the Work furnished under this Contract is not in accordance with the Contract Documents, the Contractor shall immediately initiate action to correct the Work.
 - 6.2.2.3 If the Contractor fails to install his Work in a timely manner, the Owner through the Project Manager may authorize other Contractor(s) to perform their Work out of proper sequence. All extra Work necessary to properly interface with the other Contractor(s)' Work will be accomplished by this Contractor at no additional cost to the Owner.
- 6.2.3 Any costs caused by defective or ill-timed work shall be borne by the Contractor.
- 6.2.4 Should the Contractor wrongfully cause damage to the Work or property of the Owner, or to other Work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

- 6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement; or otherwise to resolve the dispute. If such separate Contractor sues or initiates a proceeding against the Owner, the Project Manager and/or the Architect on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the Owner, the Project Manager, and/or the Architect arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner, the Project Manager and/or the Architect for all attorneys' fees and court or other costs which the Owner, the Project Manager and/or the Architect have incurred.
- 6.2.6 In the event there is more than one contractor engaged on the Project, each such contractor shall be responsible to the other for damages to work, injury to any person or persons, or for any loss, cost, claims, or damages arising out of or in connection with the Work required by this Contract or any loss, cost, expense, or damage caused by the Contractor's neglect or failure to finish or satisfactorily complete his part of the Work within the time prescribed. In all events, the provisions of Paragraph 4.18 shall be applicable.
- 6.2.7 Whenever the Contractor receives items from another Contractor or from the Owner for storage, erection or installation, the Contractor receiving such items shall give receipt for items delivered, and thereafter will be held responsible for care, storage and any necessary replacing of item or items received.
- 6.2.8 The separate contractors shall establish and maintain communication throughout the course of their Work to assure maximum coordination of the Work performed by each. This includes the approvals of the Work of each as required by proper coordination.
- 6.3 OWNER'S RIGHT TO PERFORM DISPUTED WORK
- 6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15 or for accomplishing coordination or doing required cutting, filling, excavating or patching as required by Paragraph 4.14, the Owner may carry out such Work and charge the cost thereof to the contractors responsible therefor as the Owner shall determine to be just.
- 6.4 EQUIPMENT OR WORK NOT IN CONTRACT (NIC)
- 6.4.1 When certain items of equipment and other work are indicated as "NIC" (Not In Contract), or to be furnished and installed under other contracts, any requirements for preparation of openings, provision of backing, etc., for receipt of such "NIC" work, information will be furnished upon written request of the Contractor who shall properly form and otherwise prepare his Work in a satisfactory manner to receive such "NIC" work.
- 6.5 CUTTING AND PATCHING UNDER SEPARATE CONTRACTS
- 6.5.1 Each Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his Work except as otherwise provided in the Contract Documents. The Contractor shall not endanger any human life or portion of the Work performing any cutting, excavating or otherwise altering the Work or any part thereof.

END OF ARTICLE 6

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 Unless otherwise provided in the Contract Documents, the Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should the Contractor suffer injury or damage to person or property because of any act or omission of the Owner or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to the Owner, through the Project Manager, within twenty (20) days after the first observance of such injury or damage; otherwise, the Contractor shall have waived any and all rights he may have against the Owner, the Project Manager, the Architect, or their employees, representatives or agents.

7.4.2 Decisions of the Project Manager shall be rendered as provided for under the Contract Documents, but no decision of the Project Manager shall deprive the Owner or the Contractor of any form of redress which may be available under the laws of the State. Any decision of the Project Manager shall be final and binding on the Contractor in the absence of written notice of protest from the Contractor received by the Owner by registered mail, within fifteen (15) days of the date of the decision of the Project Manager. The Owner shall have sixty (60) days from the date of receipt of a formal protest within which to investigate and make reply.

7.5 PERFORMANCE BOND AND PAYMENT BOND

7.5.1 Prior to the execution of the Contract, the Contractor shall furnish to the Owner, on forms acceptable to the Owner, surety bonds in the amounts and for the purposes provided in this Paragraph 7.5. Each bond must be signed by both the Contractor and the Surety. The current power of attorney for the person who signs for the surety company, indicating the monetary limit of such powers, must be attached to the bonds. The Contractor shall pay all premiums and cost thereof and incidental thereto. Such bonds shall be made payable to the Owner. The surety (or sureties) shall be corporate surety(ies) licensed to transact business in Alaska and acceptable to the Owner. Each bond shall be in an amount equal to the Contract Sum. The effective date of the bond shall be on the execution date of the

contract.

- 7.5.2 The "Performance Bond" shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance provisions, in a manner that is satisfactory and acceptable to the Owner; that all materials and workmanship supplied by him will be free from original or developed defects; and that should original or developed defects or failures appear within a period of one year from the date of final acceptance of the Work by the Owner, the Contractor shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the Owner to do so. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contractor and for a period of two (2) years after the date of final acceptance of the Work by the Owner.
- 7.5.3 The "Payment Bond" shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and finally accepted by the Owner, and until all claims for materials, labor and subcontracts are paid.
- 7.5.4 Should any surety or sureties upon said bonds become insufficient or be disqualified from doing business in Alaska, the Contractor shall renew said bond or bonds with good and sufficient sureties, acceptable to the Owner, within ten (10) work days after receiving notice that the surety or sureties are insufficient and/or disqualified. Should any surety or sureties be deemed unsatisfactory at any time by the Owner, notice will be given the Contractor to that effect, and he shall forthwith substitute a new surety or sureties satisfactory to the Owner. No further payment shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the Owner.
- 7.5.5 In the event of any change order resulting in the performance of additional work in connection with the Work, the amounts of such bonds shall be increased by the cost of such additional work or materials or fixtures to be incorporated into the Project.

7.6 RIGHTS AND REMEDIES

- 7.6.1 The Contractor's duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 7.6.2 Except as may be specifically agreed in writing, the failure of the Owner, the Project Manager, or the Architect to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.
- 7.6.3 The Contractor agrees that he can be adequately compensated by money damages for any breach of this Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner, the Project Manager or the Architect, except for unauthorized failure to make payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled, save only his right to money damages.

7.7 TESTS

- 7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Architect and Project Manager timely notice, but not less than seventy-two (72) hours, of its readiness so the Architect and the Project Manager may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals except as provided in subparagraph 7.7.2. Notification, coordination and execution of all inspections and tests required by the Contract Documents or by the governing building department shall be the sole responsibility of the Contractor. The Owner shall not be responsible for any damage or delay caused by any Party's inability to make required inspections in the time frame desired by the Contractor.
- 7.7.2 Special Inspection and testing as required in accordance with IBC section 1704 shall be coordinated by the Contractor and the Owner shall bear all costs of Special Inspections or approvals. The Special Inspector, designated by the Owner, shall observe the Work assigned for conformance with the approved design drawings and specifications. The Project Manager may order additional Special Inspections, testing, or approval, as required by the authority having jurisdiction by providing notice to the Contractor. The Contractor shall provide notification and coordination for additional Special Inspections as provided in subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation of the Owner's administrative and legal expenses, and for the Architect's, the Project Manager's, and the Special Inspector's additional services made necessary by such failure.
- 7.7.3 Inspections and Tests required to establish compliance with the Contract Documents, as provided for in the Contract Documents, will be made by a qualified, independent testing agency approved by the Owner. The cost of the services of such agency will be paid by the Contractor, unless otherwise provided in the Contract Documents. When the initial tests indicate non-compliance with the Contract Documents, any subsequent retesting occasioned by non-compliance shall be performed by the same agency and the costs thereof borne by the Contractor. The Contractor shall provide facilities for such access to the Work in order that the agency may properly perform its functions. Representatives of the testing agency shall have access to the Architect, Project Manager, or Owner at all times.
- 7.7.4 Inspections or testing performed exclusively for the Contractor's convenience shall be the sole cost and responsibility of the Contractor.
- 7.7.5 The independent testing agency, employed as specified in the Technical portion of these specifications, shall prepare the test reports, logs, and certificates applicable to the specific inspections and tests and shall deliver, immediately or within forty-eight (48) hours, as applicable, the specified number of copies of same to the designated parties. Other required certificates of inspection, testing or approval shall be secured by the Contractor and delivered by him to the Project Manager and the Architect, in such time as to not delay progress of the Work or final payment therefor.
- 7.7.6 If the Architect, the Project Manager or the Special Inspector is to observe the inspections, tests or approvals required by the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction or that are required to establish compliance with the Contract Documents, he will do so promptly and, where

practicable, at the normal place of testing.

7.7.7 Unless otherwise stipulated in the Contract Documents, the Contractor shall pay for all utilities required for testing of installed equipment of all of his Work and work of each Subcontractor furnishing equipment. Labor and supervision required for making such tests shall be provided at no additional cost to the Owner.

7.7.8 Owner may provide Quality Assurance testing. Contractor shall provide knowledgeable support personnel and cooperate fully with Owner's designated representative in conducting all Quality Assurance tests. If project fails tests, Contractor shall make all necessary corrections to meet test criteria and pay the Owner for all costs associated with additional tests.

7.8 ALTERNATES

7.8.1 Alternates may be either additive or deductive.

7.8.2 Alternates, if taken, may be taken in any sequence.

7.8.3 The Contractor shall include in his bid, or bid proposal, a bid for all alternates listed in the Bid Form. These alternates shall include the Contractor's net cost of the labor, materials, overhead and profit, and equipment necessary to perform or delete, the Work as outlined by such alternates.

7.9 UNENFORCEABILITY OF ANY PROVISION

7.9.1 If any provision of the Contract is held as a matter of law to be unenforceable, the remainder of the Contract shall be enforceable without such provision.

7.10 NO WAIVER BY OWNER

7.10.1 The failure of the Owner in any one or more instances to insist upon the strict performance of any of the terms of this Contract or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

7.11 ASSIGNMENT OF CONTRACT

7.11.1 The Contractor shall not assign the responsibilities of this Contract, either as a whole or in part, nor assign any monies due or to become due to it hereunder, without previous written consent of the Owner.

END OF ARTICLE 7

ARTICLE 8

TIME

8.1 DEFINITIONS

- 8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial and Final Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.
- 8.1.2 The date of execution of the Contract Agreement between the Owner and Contractor shall be subsequent to School Board Approval and the Contractor's satisfactory submittals to the Owner of the Certificate of Insurance, the Performance Bond and the Payment Bond as noted in the Invitation to Bidders. The Owner will issue a Notice to Proceed no later than ten (10) days from execution of the Owner-Contractor Agreement by both Owner and Contractor. The date of commencement of the Work shall be the date established by the Notice to Proceed. The Owner shall not be responsible for any costs incurred by the Contractor prior to the Notice to Proceed.
- 8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Project Manager and Architect when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work or designated portion thereof for the use for which it is intended, with all of the Project's parts and systems cleaned and operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for Final Completion.
- 8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. All dates shall mean 12:01 a.m. of the indicated day unless otherwise stipulated.
- 8.1.5 The term "working day" as may be used in the Contract Documents shall mean any day not otherwise defined herein as a non-working day.
- 8.1.6 The term non-working day as may be used in the Contract Documents shall mean Sunday, a recognized holiday, a day on which the Contractor is specifically required to suspend construction operations or a day on which a suspension order is in effect. Recognized holidays shall be: New Year's Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve (half day), and Christmas Day. When any of the above days fall on a Saturday, the preceding Friday shall be counted as a holiday. When any of the above days fall on a Sunday, the following Monday shall be counted as a holiday.
- 8.1.7 The term "Beneficial Occupancy" is interchangeable with the term Substantial Completion.

8.2 PROGRESS AND COMPLETION

- 8.2.1 All times stated in the Contract Documents are of the essence of the Contract.
- 8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion in accordance with the Project Schedule Milestone Dates set forth under Section 00200 hereof.
- 8.2.3 Attention is directed to the fact that the Work is urgently needed by the Owner and that time is of the essence; for this reason, it shall be agreed that the Contractor shall

substantially complete all Work under the Contract in accordance with the Project Schedule Milestone Dates set forth under Section 00200 hereof and, that he will complete the contract in all its details for final acceptance as specified after Substantial Completion.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 The Contractor shall be entitled to extensions in the time required for performance of the Work as specifically provided in the Contract. Except as otherwise specifically provided under Paragraph 3.4., 12.1, or 8.3.5, the Contractor shall not be entitled to payment or compensation of any kind from the Owner for direct, indirect, impact or consequential damages, including but not limited to costs of acceleration because of hindrance or delay or loss of labor or equipment efficiency or productivity arising out of any hindrance, interference, obstruction, disruption or delay from any source or cause whatsoever, whether such hindrance, interference, obstruction, disruption or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

8.3.2 The Contract Time may be adjusted only for changes pursuant to Paragraph 12.1, suspension of Work pursuant to Paragraph 3.4. and delays pursuant to Subparagraph 8.3.3.

8.3.3 Types of delay shall be defined as follows:

8.3.3.1 Actions or inactions of the Owner, or events for which the Owner has assumed contractual responsibility, which would independently delay the date of Substantial Completion beyond the current contractually established date of Substantial Completion shall be designated as Compensable delays.

8.3.3.2 Events which are outside the control of, and without the fault or negligence of either the Owner or the Contractor, which would independently delay the date of Substantial Completion beyond the current Contract Completion Date shall be designated as Excusable delays, as follows:

8.3.3.2.1 Labor disputes and strikes (including strikes affecting transportation), that do, directly and critically affect the progress of the Work; however, any extension of Contract Time on account of an individual labor strike shall not exceed the number of days of said strike.

8.3.3.2.2 Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed work or stored materials.

8.3.3.2.3 The Contract Time will not be extended due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Owner that the weather actually encountered by the Contractor was unusually severe considering the full term of the Contract Time using a ten (10) year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the locale of the Project and that such alleged substantially greater than normal inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract Time, the Contractor shall not be entitled to an extension of time.

8.3.3.2.4 Acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, and acts of another contractor in the performance of a contract with the Owner relating to the Project.

8.3.3.3 Actions or inactions of the Contractor, or events for which the Contractor has assumed contractual responsibility, which would independently delay the date of Substantial Completion beyond the current Contract Completion Date shall be designated as Non-excusable delays.

8.3.3.4 Concurrent delay is any combination of the above three types of delay occurring on a calendar date, except in cases where the combination consists of two or more instances of the same type of delay occurring on a calendar date.

A delay to the Contractor caused by the acts of another contractor under contract to the Owner will be classified as a compensable delay to the extent said delay meets the requirements of compensable delay as set forth under Subparagraph 8.3.3.1. Also, it is the Owner's belief that the definitions of delay as included in this paragraph comply with all applicable law in the State of Alaska.

8.3.4 Any claim for extension of time shall be made in writing to the Project Manager not more than seven (7) calendar days after commencement of the delay; otherwise it shall be waived. The Contractor shall also provide an estimate of the probable effect of such delay on the progress of the Work. In the case of a continuing delay only one claim is necessary. Any event, action, inaction, or other cause which may give rise to a delay shall constitute a basis for adjustment in:

8.3.4.1 Contract Time, only if it can be demonstrated that the date of Substantial Completion will be delayed beyond the current Contract Completion Date and that the delay is classified as only a Compensable, Excusable, or Concurrent Delay. The Contract Time shall be adjusted by Change Order pursuant to the requirements of Paragraph 8.3 and Division 1, Section 01311; or

8.3.4.2 Contract Amount, only if it can be demonstrated that the Contractor's time-related costs to complete the Work will be increased and the delay is classified as only a Compensable Delay. The Contract Sum shall be adjusted by Change Order pursuant to the requirements of Subparagraphs 8.3 and 12.3.

8.3.5 All time limits stated in the Contract Documents are of the essence of this Contract. The failure of the Contractor to complete the Work in conformance with the Contract shall result in damages suffered by the Owner due to delays in completion of the Work.

8.3.5.1 If the Contractor fails to substantially complete the Work in conformance with the Contract Documents and the Owner nevertheless permits the Contractor to continue performance of the Work, such permission shall neither modify nor waive the Owner's right to assess and collect, and the Contractor's obligation to pay liquidated damages.

8.3.5.2 The Owner shall be entitled to claim against the Contractor for any liquidated damages incurred. The Owner cannot anticipate at this time what liquidated damages may occur or what the per diem cost of these damages might be. Determination of liquidated damage details will be a matter of proof should the issue arise.

- 8.3.5.3 The Owner shall recover said liquidated damages by deducting the amount thereof from any monies due or that may become due the Contractor. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed damages, then the Contractor or his Surety shall pay the amount due and the Owner shall be entitled to any and all rights and remedies available to it in law or equity to recover same.

8.4 RESPONSIBILITY FOR COMPLETION

- 8.4.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the progress and completion of the Work in accordance with the accepted and currently updated progress schedule. If Work actually in place falls behind the currently updated and accepted progress schedule and it becomes apparent from the current schedule that the Work will not be completed in accordance with the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner, as required to substantially eliminate the schedule slippage deficiency:
- 8.4.1.1 Increase manpower in such quantities and crafts as will substantially eliminate in the opinion of the Project Manager the schedule slippage deficiency;
- 8.4.1.2 Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing sufficiently to substantially eliminate, in the opinion of the Project Manager the schedule slippage deficiency; and,
- 8.4.1.3 Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- 8.4.2 The Project Manager may require the Contractor to submit a recovery schedule in accordance with Section 01311 of the Specifications, demonstrating his program and proposed plan to make up the slippage in scheduled progress and to ensure completion of the Work in accordance with the requirements of the Contract. If the Project Manager finds the proposed plan not acceptable, he may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Project Manager may require the Contractor to take any of the actions set forth in this Paragraph 8.4 without additional cost to the Owner, to make up the slippage in scheduled progress.
- 8.4.3 Failure of the Contractor to substantially comply with the requirements of this Paragraph 8.4 may be considered grounds for a determination by the Owner, pursuant to Clause 14.1, that the Contractor is failing to prosecute the Work with sufficient diligence to ensure its in accordance with the Project Milestone Dates set forth under Section 00200 hereof.

END OF ARTICLE 8

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Owner, through the Project Manager, a schedule of values allocated to the various portions of the Work, as set forth in Division 1, Section 01370 of the General Requirements entitled "Schedule of Values" and supported by such data to substantiate its accuracy as the Architect, Project Manager and the Owner may require. This schedule, unless objected to by the Architect, Owner, or Project Manager, may be used as a basis for the Contractor's Applications for Payment except as otherwise noted under Division 1, Section 01311. The Schedule of Values shall be prepared in such a manner that each major item of work and each subcontracted item of work is shown as a single item on the Application and Certificate of Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Prior to the date for each progress payment established in the Contract Documents, the Contractor, in accordance with Division 1, Section 01311 of the General Requirements entitled "Project Schedule," shall submit to the Project Manager an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Project Manager and the Architect may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. The form of Application for Payment shall be Anchorage School District Forms 100, 100A, 100B and 100C and the computer-produced Cost Report updated in accordance with Division 1, Section 01311.

9.3.2 If the Project Manager finds that satisfactory progress is not being made, he may require retainage of up to 10% of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Project Manager finds that satisfactory progress is being made.

9.3.3 Payments may be authorized by the Project Manager at his discretion, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site by the Contractor. Payments for materials or equipment stored on the site shall only be considered upon submission by the Contractor of satisfactory evidence that he has acquired title to such material, that it will be utilized on the Work under this Contract and that it is satisfactorily stored, protected, and insured or that other procedures satisfactory to the Project Manager that will protect the Owner's interests have been taken.

9.3.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise

imposed by the Contractor or such other person.

9.4 APPROVAL OF PAY APPLICATION

- 9.4.1 The Project Manager will, after receipt of the Contractor's Application for Payment, and within the time set forth in Division 1, Section 01311 of the General Requirements entitled "Project Schedule," either approve the Application for its full amount or notify the Contractor in writing of his reasons for withholding approval, in whole or in part, as provided in Subparagraph 9.6.1.
- 9.4.2 The submission and acceptance of the Contractor's Preliminary and Detailed Progress Schedules and monthly updates thereof as required by Division 1, Section 01311 of the General Requirements entitled "Project Schedule," shall be an integral part and basic element of the application upon which progress payments shall be made. If in the judgment of the Project Manager the Contractor fails or refuses to provide information required to accomplish a complete Project Schedule Update or revision thereto as specified under Division 1, Section 01311 of the General Requirements, the Contractor shall be deemed to have not provided the information necessary to enable the Project Manager and the Architect to properly evaluate the Contractor's progress, and shall not be entitled to progress payments until it has furnished the information necessary for a complete Project Schedule Update or revision thereto as specified herein to the satisfaction of the Project Manager.
- 9.4.3 The signing of an Application for Payment will constitute a representation by the Project Manager and the Architect, based on their observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in their Certificate); and that the Contractor is entitled to payment in the amount certified. However, by approving an Application for Payment, the Project Manager and the Architect shall not thereby be deemed to represent that either has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that either has reviewed the construction means, methods, techniques, sequences or procedures, or that either has made an examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

- 9.5.1 After an Application for Payment has been approved, the Owner shall make payment within thirty (30) calendar days.
- 9.5.2 The Contractor shall promptly pay each Subcontractor (including suppliers, laborers, and material-men) performing labor or furnishing material for the Work, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Sub-subcontractors in similar manner.
- 9.5.3 The Owner may, on request and at his discretion, furnish to any Subcontractor, Sub-subcontractor, or Material Supplier and Vendor, if practicable information regarding the

percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager on account of Work done by such Subcontractor, Sub-subcontractor, or Material Supplier or Vendor.

- 9.5.4 Neither the Owner, the Project Manager, nor the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.
- 9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- 9.5.6 The Contractor agrees to keep the Work and the site(s) on which Work is to be performed free and clear of all liens and claims of liens on materials furnished pursuant to the Contract Documents. Contractor hereby waives any right it may have in connection with the Work to file any liens, mechanics or otherwise. Notwithstanding anything to the contrary contained in the Contract Documents, if any such lien is filed or there is any reason to believe that any lien may be filed at any time during the progress of the Work or within the duration of this Contract, the Owner may refuse to make any payment otherwise due to Contractor or withhold from any payment due the Contractor a sum sufficient in the opinion of the Owner to pay all obligations and expenses necessary to satisfy such lien or claim and completely indemnify the Owner against any such lien or claim unless and until Contractor shall thereof, if any, has been satisfied, discharged and released of record or that the Contractor has caused such lien to be released or record if and as provided by law pending the resolution of any dispute between Contractor and the person filing such lien; and if such evidence is not furnished by Contractor to the Owner within a period of five (5) days after demand to do so, the Owner may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages and attorney's fees suffered or incurred by the Owner from any sum payable to Contractor under the Contract Documents. Final payment to Contractor may be withheld until the Work and the site(s) on which the Work is to be performed are free and clear of any and all liens for rights thereto arising because of Work performed or materials furnished under the Contract Documents. This Subparagraph 9.5.6 shall be specifically included in all subcontracts and purchase orders entered into by Contractor.
- 9.5.7 No reference to a claim or claims of lien or to the Owner's right to withhold payments to the Contractor or to discharge the Contractor's debts to Subcontractors, in Subparagraph 9.5.6, or elsewhere in the Contract Documents, shall be interpreted as a waiver of the Owner's right to exemption pursuant to AS 09.38.015(c) or any requirements with regard to the filing of claims of lien as set forth in AS 34.35.

9.6 PAYMENTS WITHHELD

- 9.6.1 The Architect and the Project Manager may decline to approve an Application for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in their opinion they are unable to make representations to the Owner as provided in Subparagraph 9.4.3. If the Project Manager and the Architect are unable to make representations to the Owner as provided in Subparagraph 9.4.3 and to certify payment in the amount of the Application, they will notify the Contractor as provided in Subparagraph 9.4.1.

If the Contractor, Project Manager and the Architect cannot agree on a revised amount, the Project Manager will promptly approve the Application for Payment for the amount for which he is able to make such representations to the Owner. The Project Manager may also decline to certify payment or, because of subsequently discovered evidence or

subsequent observations, he may nullify the whole or any part of any approval of an Application for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- 9.6.1.1 Defective work not remedied,
- 9.6.1.2 Third-party claims filed or reasonable evidence indicating probable filing of such claims,
- 9.6.1.3 Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- 9.6.1.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- 9.6.1.5 Damage to the Owner or another contractor,
- 9.6.1.6 Reasonable evidence that the Work will not be completed within the Contract Time,
- 9.6.1.7 Failure or refusal of the Contractor to carry out the Work in accordance with the Contract Documents, including scheduling, project management, or coordination requirements,
- 9.6.1.8 Liens filed for any portion of the Work, or
- 9.6.1.9 Failure or refusal of the Contractor to fully comply with Division 1, Section 01311 of the General Requirements entitled "Schedules and Reports".

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents any amount certified by the Architect and the Project Manager, then the Contractor may, upon seven (7) additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount not in dispute has been received. The Contractor shall not refuse or fail to diligently proceed with the Work pending the resolution of any amount(s) in dispute unless agreed to by the Owner.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Project Manager a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect and the Project Manager on the basis of an inspection jointly determine that the Work or designated portion thereof is substantially complete, the Architect will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, correction of punchlist items and damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. 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. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

- 9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Project Manager and the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.
- 9.8.3 The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Application for Payment for Substantial Completion, and except for the retainage sums due at final acceptance if any.

9.9 FINAL COMPLETION AND FINAL PAYMENT

- 9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and the Project Manager will promptly make such inspection and, when they find the Work acceptable under the Contract Documents and the Contract fully performed, they will jointly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, as noted in said final Certificate, is due and payable. The final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.8.2 have been fulfilled.
- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Project Manager, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Project Manager. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any loss. If any such lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees. The Owner may withhold from the final payment any sum that the Owner has reason to believe may be needed to satisfy any lien, claim or threat of lien arising from the Work. The Owner may deduct from the final payment an amount equal to any costs, expenses and attorneys' fees incurred by the Owner in removing or discharging any liens arising from the Work.
- 9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, or by the issuance of change orders affecting final completion, and the Owner so confirms, the Owner shall, upon application by the Contractor and certification by the Project Manager and the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the

payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Project Manager prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner against the Contractor except those arising from:

9.9.4.1 Unsettled liens, and claims against the Owner, the Project Manager, or the Architect, or their employees, agents, or representatives,

9.9.4.2 Faulty or defective Work appearing after Substantial Completion,

9.9.4.3 Failure of the Work to comply with the requirements of the Contract Documents,

9.9.4.4 Terms of any warranties contained in or required by the Contract Documents,

9.9.4.5 Liquidated damages due the Owner for the Contractor's delay in completion, or

9.9.4.6 Damages incurred by the Owner resulting from lawsuits brought against the Owner, the Project Manager, the Architect, or their agents, employees or representatives because of failures or actions on the part of the Contractor, his Subcontractors, Sub-subcontractors, Material Suppliers and Vendors, or any of their employees, agents or representatives.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

9.9.6 Final Completion includes, but is not limited to, the Contractor obtaining an unconditional Certificate of Occupancy from the governing building official.

9.10 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK

9.10.1 Should the Project, or any portion thereof, be incomplete for Beneficial Occupancy or Final Completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Project. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy by the Owner or by the Owner's normal full use of the Project, nor shall the Contractor interfere in any way with said normal full use of the Project. Further, in such an event, the Contractor shall not be entitled to any extra compensation on account of the Owner's occupancy and use of the Project, nor shall the Contractor be relieved of any responsibilities of the Contract including the required times of completion. Such occupancy by the Owner would not, in itself, constitute Beneficial Occupancy nor Final Completion.

9.10.2 If the Owner exercises his rights under the foregoing and occupies the full project, then there shall be no liquidated damages due to delay on account of failure on the Contractor's part to provide Beneficial Occupancy from that date forward. This provision does not affect, however, any damages due to delay that would be assessed for any period of time between the scheduled date of Beneficial Occupancy and the date of any such actual occupancy. Further, this provision would have no effect on actual damages assessed on account of late Final Completion.

9.11 RETENTION AND INSPECTION OF RECORDS

9.11.1 Inspection.

The Anchorage School District, or any of its duty authorized representatives, shall have the right to examine all project records and documents, including without limitation, all books, correspondence, reports, analyses, instructions drawings, receipts, vouchers, memoranda, and all financial and accounting books, records, and data and all other documents of both the Contractor and the Contractors, Subcontractors and any Sub-subcontractors which are directly pertinent to this specific Contract for the purpose of making an audit, examination, reproduction, excerpts, or transcriptions. All required records shall be retained by the Contractor and its first tier Subcontractors for three (3) years after the Owner makes final payments and all other pending matters are closed.

9.11.2 Retention and Maintenance.

The Contractor shall keep and maintain in safe condition full and accurate records of all costs incurred and items billed and all other project records and documents relating to performance, communications, and correspondence in connection with the performance of the Work under this Contract, which records and documents shall be open to review, examination or audit by the Owner or its authorized representatives during performance of the Work and until three (3) years after Final Payment and all other pending matters are closed.

9.11.3 Subcontractor Records.

The Contractor shall make it a condition of all subcontracts and sub-subcontracts relating to the Work under this Contract that any and all Subcontractors and sub-subcontractors will keep accurate records of costs incurred and items billed in connection with their work and that such records shall be open to review, examination, reproduction or audit by the Owner or its authorized representatives during performance of the Work and until three (3) years after Final Payment under the subcontract and all other pending matters are closed.

9.11.4 Availability.

The Contractor shall make available at its business office upon request at all reasonable times the materials described in this Article including materials of both the Contractor and its first tier Subcontractors, for review, examination reproduction or audit for a period of three (3) years after Final Payment under this Contract and all other pending matters are closed.

9.11.5 Termination.

If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for three (3) years after any resulting final termination settlement.

9.11.6 Claims and Appeals.

Records pertaining to any settlement, mediation, arbitration, litigation or appeals of claim submitted pursuant to Paragraphs 12.4 or 12.5 or otherwise arising from or relating to the performance of Work under this Contract shall be made available until such settlement, mediation, arbitration, litigation, or appeals are finally concluded. Such documents or records shall be made available to the Anchorage School District or its duty authorized representatives within thirty (30) days of the Anchorage School District's request.

9.11.7 Subcontracts.

The Contractor shall include the provisions of this Article in all first tier Subcontracts so as to be binding on all first tier Subcontractors.

9.11.8 Cost or Pricing Data.

If the Contractor has submitted cost or pricing data in connection with the pricing of any change order or modification to this Contract - unless the pricing was based on—

- 9.11.8.1 adequate price competition, or
- 9.11.8.2 established catalog or market price of commercial items sold in substantial quantities to the general public; or
- 9.11.8.3 prices set by law or regulation -

the Anchorage School District or a representative who is an employee of the Anchorage School District, shall have the right to examine and audit all books, records, documents, and other data of the Contractor, including computations and projections, related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data.

END OF ARTICLE 9

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Owner, the Project Manager, the Architect, or their agents, employees or representatives are not responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in accordance with the Work. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

10.2.1.1 All employees on the Work and all other persons who may be affected thereby;

10.2.1.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

10.2.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.2.1 The Contractor shall contact the State Historic Preservation Office (907-269-8700) immediately, should cultural or paleontological resources be discovered as a result of performing the Work.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in paragraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, any Material Supplier or Vendor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under paragraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner, Project Manager or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

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- 10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner through the Project Manager.
- 10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.
- 10.2.8 Following the Notice to Proceed, the Contractor is required to obtain facility keys and the security system access code from ASD Operations Department and obtain the facility keys by contacting the Project Manager.
- 10.2.8.1 A unique security code will be assigned to the Contractor. The ASD Operations office, 1301 Labar, will assign the code and provide access training.
- 10.2.8.2 The Contractor's signature on the key receipt acknowledges liability for the Owner's loss or damage due to unauthorized access with the facility key(s) and/or access code issued to the Contractor. The Contractor's Superintendent is solely responsible for the opening and closing of the facility.
- 10.2.8.3 Lost or stolen key(s) issued to the Contractor are to be reported immediately to the Project Manager. A written report shall be required for each incident.
- 10.2.8.4 If a FOB is issued, instead of keys, and is lost or stolen, the Contractor is required to immediately report the loss to the Project Manager. Notice is to be completed, in writing, within 12 hours or there will be a \$500 fine.
- 10.2.8.5 Upon completion of the Project and prior to final payment, the Contractor will return all key(s) to the Project Manager. A maximum per facility charge of up to \$10,000 may apply to any key not returned to the Project Manager.
- 10.2.8.6 Do not put any identifying tags or markers on the keys that would identify them as ASD building keys.

10.3 EMERGENCIES

- 10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 8 for Time, and Article 12 for Changes in the Work.

END OF ARTICLE 10

ARTICLE 11

INSURANCE

11.1 GENERAL

11.1.1 Before signing this Contract, or commencing work on any project or allowing any Subcontractor to commence work, the Contractor shall obtain all insurance required under this section. The Contractor shall maintain this insurance until Final Acceptance. Proof of Insurance will be required prior to performing work under the warranty. The Contractor shall file with Owner as verification of insurance, an original signed certificate of insurance showing the type and amounts of insurance, the policy number, and expiration date. The Contractor shall provide copies of each insurance policy if requested by the Owner. The Contractor shall purchase insurance from companies reasonably acceptable to the Owner and authorized to do business in the State of Alaska, possessing a Best's policyholder's rating of A- or better and a financial rating of not less than VII.

11.2 WORKERS' COMPENSATION INSURANCE

11.2.1 The Contractor shall purchase and maintain during the life of this Contract, Workers' Compensation Insurance for all employees who will work on this project and if any work is sublet, the Contractor shall require the Subcontractor to provide similar Workers' Compensation Insurance for employees. Such workers' compensation insurance shall meet the statutory requirements of the State of Alaska.

11.3 PUBLIC AND EMPLOYER LIABILITY INSURANCE

11.3.1 The Contractor and his Subcontractors, if any, shall purchase and maintain such Public and Employer Liability Insurance as will protect the Contractor against loss which may result from claims for damages from operations under this Contract, whether such operations be those of the Contractor, a Subcontractor, or any person directly or indirectly employed by them. Such liability insurance shall have a scope of coverage at least as broad as the current ISO form # CG 0001 (occurrence version) for General Liability and the current ISO form # CA 0001 for Automobile Liability, and in minimum limits specified in Paragraph 11.3.2.

11.3.2 Public and Employer Liability Insurance Requirements

11.3.2.1 Commercial General Liability

Combined Single Limit \$1,000,000
Annual Aggregate \$2,000,000

11.3.2.2 Comprehensive Auto Liability

Including all owned, hired and non-owned vehicles.
Combined Single Limit \$1,000,000 each accident

11.3.2.3 Employer's Liability Insurance
\$1,000,000 limit

11.3.3 Umbrella Liability

- 11.3.3.1 The Contractor shall maintain an umbrella liability policy according to the following:

Projects < \$10 million construction cost – \$5,000,000 per occurrence and annual aggregate.

Projects > \$10 million construction cost – \$10,000,000 per occurrence and annual aggregate.

This requirement does not apply to Subcontractors.

- 11.3.3.2 Umbrella liability insurance shall be maintained in effect until final acceptance by the Owner of the completed construction, and for products liability and completed operations liability, a minimum of two years thereafter.

11.4 BUILDERS RISK INSURANCE

- 11.4.1 The Contractor shall purchase and maintain an all risk Builder's Risk policy on all construction projects. The Builders Risk coverage shall be in an amount equal to the initial contract, plus any contract modifications, and the cost of materials supplied or installed by others. Perils insured must be all physical loss and will include earthquake, flood, testing and startup, resultant damage from errors in design, plans or specifications, and transit and offsite storage.

- 11.4.2 A loss insured under Subparagraph 11.4.1 shall be adjusted by the Insurer, or by the Contractor as Fiduciary, and made payable to the Contractor as Fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.4.5. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

- 11.4.3 The Owner and Contractor shall waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.4 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Contractor as Fiduciary. The Contractor shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. With respect to the waiver of rights of recovery, the term Owner shall be deemed to include, to the extent covered by property insurance applicable thereto, his consultants, employees, agents and representatives, including the Project Manager. The Contractor waives as against any separate Contractor described in Article 6 all rights for damages caused by fire or other perils in the same manner as is provided above as against the Owner. The Owner shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Contractor by any separate Contractor and his Subcontractors and Sub-subcontractors.

- 11.4.4 If required in writing by any party in interest, the Contractor as Fiduciary shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with a court order or award. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

11.4.5 The Contractor as Fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the Owner's exercise of this power, and if such objection is made, the matter shall be decided by a court of competent jurisdiction or as parties in interest otherwise agree. The Contractor as Fiduciary shall, in that case, make settlement with the insurers accordingly.

11.4.6 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement of the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.5 CERTIFICATE OF INSURANCE REQUIREMENTS

11.5.1 Each insurance policy required in this section will be evidenced by a certificate of insurance which contains the following:

11.5.1.1 Notice of cancellation to the Anchorage School District in accordance with Alaska Statutes 21.36.220 and .260.

11.5.1.2 Contract number.

11.5.1.3 Project location.

11.5.1.4 Waiver of Subrogation. All policies, except where prohibited, will include a Waiver of Subrogation in favor of the District.

11.5.1.5 Additional Insured. All policies except Workers Compensation and professional liability will note the District as an additional insured.

11.6 OWNER'S RIGHT TO INSURE

11.6.1 In the event Contractor neglects, refuses, or fails to provide the insurance required under the Contract Documents, or if such insurance is canceled for any reason, the Owner shall have the right, but not the duty to procure the same, and the costs thereof shall be deducted from monies then due or thereafter to become due the Contractor.

11.7 ADDITIONAL INSURANCE

11.7.1 If not covered by the above insurance, the Contractor must obtain additional Insurance for items stored off-site or in transit. Payments for materials stored off-site will not be made unless Contractor provides documentation of valid insurance coverage for same.

11.8 ASBESTOS ABATEMENT SUBCONTRACTOR'S CERTIFICATE OF INSURANCE

11.8.1 After the Intent to Award Notification, the low bidder shall submit an insurance binder of insurance certificate provided by the proposed asbestos abatement subcontractor's insurance company stating that upon execution of the Contract the types and amount of insurance required elsewhere in these specifications will immediately become effective.

The asbestos abatement subcontractor is required to carry a minimum of \$1,000,000 of General Public Liability Insurance with no exclusion for asbestos abatement.

11.8.2 Comprehensive General Liability Minimum Limits

Bodily Injury and Property Damage \$2,000,000 per occurrence

Premises Operations

Independent Contractors

Products - Completed Operations

Contractual Liability

Broad Form Property Damage - Lloyds Form

Explosion, Collapse, and Underground

Personal Injury

11.8.3 Comprehensive Auto Liability

Including all owned, hired, and non-owned vehicles

Combined single limit per accident \$1,000,000

END OF ARTICLE 11

ARTICLE 12

CHANGES IN THE WORK AND CONTRACT SUM AND TIME

12.1 CHANGES IN THE WORK

12.1.1 The Owner may, at any time, without notice to the sureties, make any change in the Work within the general scope of the Contract, including, but not limited to changes:

12.1.1.1 In the Specifications or Drawings;

12.1.1.2 In the method or manner of performance of the Work;

12.1.1.3 In the Owner-furnished facilities, equipment, materials, services or site; or

12.1.1.4 Directing acceleration in the performance of the Work for reasons other than delays caused by the Contractor.

12.1.2 All such changes in the Work shall be performed under the applicable conditions of the Contract Documents and shall be authorized in one of the following manners:

12.1.2.1 Field Directive. The Project Manager may issue a written Field Directive to the Contractor that directs a change in the Work. If the Contractor believes that the requested change will increase the Contract Time or Contract Sum, he must notify the Project Manager in writing prior to implementing the change.

12.1.2.2 Information Bulletin. The Architect may issue an Information Bulletin to the Contractor that clarifies or modifies the plans or specifications. If the Contractor believes that the clarification or modification of plans or specifications will increase the Contract Time or Contract Sum, he must notify the Project Manager in writing prior to implementing the change.

12.1.2.3 Request for Information (RFI). The Contractor may submit a RFI to the Project Manager or Architect using the ASD Procore Construction Management Program to request clarification of plans or specifications or to point out areas of apparent conflict or other concerns relating to the Work. The response to the RFI by the Architect or Project Manager may clarify or modify the plans or specifications. If the Contractor believes that the clarification or modification of plans or specifications will increase the Contract Time or Contract Sum, he must notify the Project Manager in writing prior to implementing the change.

12.1.2.4 Request for Proposal (RFP). The Owner may issue an RFP to the Contractor that directs a change in the Work and requests the Contractor's evaluation of the impact of the change on Contract Time or Contract Sum. If the Contractor believes that the Work required by the RFP will increase the Contract Time or Contract Sum, he must notify the Project Manager in writing prior to implementing the changes.

12.1.3 Except as provided in Subparagraph 12.1.2, no order, statement or conduct of the Owner, Project Manager or Architect shall be treated as a change or entitle the Contractor to an equitable adjustment hereunder. No oral agreement of any kind shall be construed as a Change Order.

12.2 AMENDING CONTRACT SUM OR TIME

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- 12.2.1 If any change under Paragraph 12.1 causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, including Work not affected directly by the change, an equitable adjustment shall be processed and approved following the provisions of Division 1, Section 01311, Project Schedule for any adjustment to time. Adjustments to Contract Sum shall be determined in one or more of the following ways:
- 12.2.1.1 By mutual acceptance of a lump sum price properly itemized in accordance with Subparagraph 12.2.2 and supported by sufficient data to permit evaluation;
 - 12.2.1.2 In the event that unit prices are included in the bid and accepted by the Owner, payment for the Work performed shall be at the unit price amount for each item of Work accepted by the Owner and conforming to the contract requirements. Such prices shall be additive and deductive and include all costs necessary to complete the Work, inclusive of overhead costs and profit.
 - 12.2.1.3 If prior to the commencement of the Work the Contractor has not provided a lump sum price, or the Contractor and the Owner have not agreed on a lump sum price as described in Subparagraph 12.2.1.1 above, the price shall be established in one of the following ways, as determined by the Project Manager;
 - 1. on a lump sum basis following completion of the Work. The lump sum price shall be properly itemized in accordance with Subparagraph 12.2.2. and supported by sufficient data to permit evaluation;
 - 2. on a time and materials basis, with or without a maximum not-to-exceed price, at the discretion of the Project Manager. Costs will be accumulated on a time and materials basis as described in Subparagraph 12.2.3 and presented daily (the day after the Work is performed) for approval by the Owner on the forms provided by the Owner. The daily report will be signed by the Contractor and the Owner.
- 12.2.2 For Work proceeding on a lump sum basis. In accordance with Subparagraph 12.2.1.1 or 12.2.1.3.1, the Contractor shall provide a detailed breakdown of the costs as described herein and submit the costs and substantiating data in a proposal to the Owner:
- 12.2.2.1 Direct Costs: Direct costs shall be limited to the following: cost of materials, including sales tax and cost of delivery to the project; cost of labor (from apprentice level up through and including the general foreman classification) comprising of the base wage plus fringe benefits, including burden (Social Security, Worker's Compensation, and Unemployment Insurance, etc.); rental rate including fuel and maintenance for any power tools valued at over \$3,000 and equipment as described below, under "Equipment Rates;" bond premiums and additional cost of Builder's Risk Insurance, at rates equal to the amount billed for the base contract or the actual rate as supported by an invoice.
 - 12.2.2.1.1 Equipment Rates: For any machinery or special equipment (other than small tools) which has been authorized by the Project Manager, the Contractor shall receive the rental rates in the current edition and appropriate volume of the "Rental Rate Blue Book for Construction Equipment," published by K-III Directory Corp., 10 Lake Drive, Highstown, NJ 08520-5397.

Hourly rental rates shall be determined as follows. The established hourly rental rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the area adjustment factor, plus the estimated hourly operating costs. The adjusted monthly rate is that resulting from application of the rate adjustment formula in order to eliminate replacement cost allowances in machine depreciation and contingency cost allowances. Attachments shall not be included unless required for the time and materials Work. For equipment not listed in the Blue Book, the Contractor shall receive a rental rate as agreed upon before such Work is begun. If agreement cannot be reached, the Owner reserves the right to establish a rate based on similar equipment in the Blue Book or prevailing commercial rates in the area. These rates shall apply for equipment used during the Contractor's regular shift of 10 hours per day. Where the equipment is used more than 10 hours per day, either on the Contractor's normal Work or on time and materials, and either on single or multiple shifts, an overtime rate, computed as follows, shall apply: The hourly overtime rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, and multiplied by the area adjustment factor, plus the estimated hourly operating cost.

12.2.2.1.2 Equipment which must be rented or leased specifically for Work required under this section shall be authorized in writing by the Project Manager.

12.2.2.1.3 When it is necessary to obtain equipment from sources beyond the project limits exclusively for time and materials Work, the actual cost of transferring the equipment to the site of the Work and return will be allowed as an additional item of expense. Where the move is made by common carrier, the move-in allowance will be limited to the amount of the freight bill or invoice. If the Contractor hauls the equipment with his own forces, the allowance will be limited to the rental rate for the hauling unit plus operator wages. In the event that the equipment is transferred under its own power, the moving allowance will be limited to one-half of the normal hourly rental rate plus operator's wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance shall not be made for equipment brought to the project for time and materials Work which is subsequently retained on the project and utilized for completion of contract items, camp maintenance, or related Work.

12.2.2.1.4 Equipment ordered to be on stand-by basis shall be paid for at the stand-by rental rate for the number of hours in the Contractor's normal Work shift, but not to exceed 8 hours per day. The stand-by rental rate shall be computed as follows:

The hourly stand-by rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, all multiplied by the

area adjustment factor.

Time will be recorded to the nearest one-half hour for purposes of computing compensation to the Contractor for equipment utilized under these rates.

The equipment Direct Cost determination covers all costs for providing required equipment and no additional compensation will be made for other costs such as, but not limited to, fuels, lubricants, replacement parts or maintenance costs. Cost of repairs, both major and minor as well as charges for mechanic's time utilized in servicing equipment to ready it for use prior to moving to the project and similar charges will not be allowed.

12.2.2.2 Overhead: Overhead shall include the following: the Contractor's management staff; supervision; superintendence; wages of timekeepers; watchmen and clerks; small tools; incidentals; costs of preparing and responding to Request for Proposals, including estimating; schedule revisions, software costs and clerical expenses; general home and field office expenses; including any financial/financing costs; legal costs; and/or accounting costs; temporary facilities; temporary utilities (power, water, sewer, telephone, etc.) And any utilities used by the Contractor during the construction period; and all other expenses not specifically defined in Subparagraph 12.2.2.1 as direct costs. Unless specifically required or requested, any travel and associated costs from outside of the Municipality of Anchorage is considered as part of the Contractor's project overhead and will not be paid by the Owner.

12.2.2.3 The Contractor shall apply a combined percentage rate to the direct costs to compensate it for additional Overhead and Profit associated with the change. The combined rate to the Owner of any change shall not exceed the rates set forth in the following schedule:

For the Contractor, for Work performed by his own forces, up to fifteen percent (15%) of direct costs;

For each Subcontractor involved, for Work performed by the Subcontractor's forces, up to fifteen percent (15%) of direct costs;

For the Contractor, for Work performed by Subcontractors, up to ten percent (10%) of the Subcontractor's direct costs;

For the Subcontractor, for Work performed by the multiple-tier-contractors up to ten percent (10%) of direct costs;

The total Contractor and all-subcontractors overhead allowance shall not exceed twenty-five percent (25%) of direct costs.

12.2.3 For Work proceeding on a time and material basis in accordance with Subparagraph 12.2.1.3.2, the Contractor shall be compensated for its costs in accordance with the following:

12.2.3.1 Direct Costs: Direct Costs shall be as defined in Subparagraph 12.2.2.1.

12.2.3.2 Overhead: Overhead shall be as defined in Subparagraph 12.2.2.2.

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- 12.2.3.3 Overhead and Profit combined included in the total costs to the Owner of any change shall not exceed the rates set forth in the following schedule:

For the Contractor, for Work performed by his own forces, up to ten percent (10%) of direct costs;

For each Subcontractor involved, for Work performed by the Subcontractor's forces, up to ten percent (10%) of direct costs;

For the Contractor, for Work performed by Subcontractors, up to five percent (5%) of the Subcontractor's direct cost.

For the Subcontractor, for Work performed by multiple-tier-contractors up to five percent (5%) of direct costs;

The total Contractor and multiple-tier-contractor overhead allowances shall not exceed twenty percent (20%) of direct costs.

- 12.2.4 If the net value of a change results in a credit from the Contractor, Subcontractor, or Material Suppliers or Vendors, the credit given shall be the net cost without overhead or profit. The costs as used herein shall include all items of labor, materials, plant and equipment. Credit changes shall include a percentage of the direct costs for overhead and profit at fifty percent (50%) of the rates defined in Subparagraph 12.2.2.3.
- 12.2.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in the proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.
- 12.2.6 The Contract Sum, the Contract Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Contract. Each Change Order will be identified at the bottom of each approved RFP, with a heading of "Change Order Authorization." Change Orders executed pursuant to this article constitute full and final settlement of all aspects of cost and time related to and/or occasioned by the Work (or event) described therein. Costs are defined to include all direct labor costs; all direct materials and equipment expenses; any and all overhead, profit, and commission; any and all impact costs related to and/or occasioned by the Work described herein; as well as all taxes and insurance. All Change Orders shall be approved by the Project Manager and signed by the Owner and Contractor.
- 12.2.7 For accounting purposes, the Change Orders identified in Subparagraph 12.2.6 will be accumulated on a monthly basis or more frequently and summarized in a Summary Change Order. The Summary Change Order shall be approved by the Project Manager and signed by the Owner and Contractor. No claim by the Contractor for or on account of any Change Order shall be due nor shall any such claim appear on an Application for Payment or demand for final payment until the Summary Change Order has been fully executed by the Contractor and the Owner.
- 12.2.8 The Superintendent of Schools and/or the Senior Director of Capital Planning and Construction are authorized to make contract modifications or to execute orders up to one hundred thousand dollars (\$100,000) that are within the project's budget. The Superintendent is authorized to make contract modifications in excess of one hundred thousand dollars (\$100,000) but not-to-exceed two hundred fifty thousand dollars (\$250,000) that are within the project's budget. All contract modifications or change orders

above two hundred fifty thousand dollars (\$250,000) shall be recommended by the Superintendent to the School Board for its approval.

12.2.9 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment or more than six months after the date of substantial completion, whichever is earlier.

12.2.10 Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

12.3 DIFFERING CONDITIONS

12.3.1 The Contractor shall promptly, and before the conditions are disturbed, give written notice to the Owner of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

12.3.2 The Owner shall investigate the site conditions promptly after receiving notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Owner has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an adjustment shall be made under this Article and the Contract modified in writing accordingly.

12.3.3 No request by the Contractor for an adjustment to the Contract under this Article shall be allowed unless the Contractor has given the written notice required.

12.3.4 No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after final payment or more than six months after the date of substantial completion, whichever is earlier.

12.4 CLAIMS FOR ADDITIONAL COST OR TIME

12.4.1 If the Contractor claims that additional cost is involved because of, but not limited to (1) any written interpretation pursuant to Subparagraph 2.2.8; (2) any order by the Owner to stop the Work pursuant to Paragraph 3.4 where the Contractor was not at fault; or (3) any other impacts related to the Work, the Contractor shall make such claim as provided in Subparagraph 12.4.2.

12.4.2 If the Contractor wishes to make a claim for an increase in the Contract Sum, and such claim is not barred under Paragraph 8.3, he shall deliver to the Project Manager written notice thereof within fourteen (14) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. The written notice shall state:

12.4.2.1 the date, nature and circumstances of the conduct regarded as a change;

12.4.2.2 the name, function and activity of each Contractor official, agent or employee involved in or knowledgeable about such conduct;

12.4.2.3 the identification of any documents and the substance of any communication

involved in such conduct;

12.4.2.4 in the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

12.4.2.5 the particular elements of Contract performance for which the Contractor may seek an equitable adjustment under this Paragraph, including:

12.4.2.5.1 what Contract Drawings or Specification have been or may be affected by the alleged change;

12.4.2.5.2 what labor or materials or both have been or may be added, deleted or wasted by the alleged change;

12.4.2.5.3 to the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performances have been or may be caused by the alleged change in accordance with Division 1, Section 01311, "Project Schedule;"

12.4.2.5.4 what adjustments to the Contract Sum and other provisions of the Contract affected by the alleged change are estimated; and

12.4.2.6 the Contractor's estimate of the time by which the Project Manager and Architect must respond to the Contractor's notice to minimize cost, delay or disruption of performance in accordance with Division 1, Section 01311, "Project Schedule."

12.4.3. After receipt of a Contractor's claim, the Project Manager may visit the site, schedule an informal review hearing, or request additional information in order to fully evaluate the issues of the claim. The Project Manager has thirty (30) calendar days to review the claim and to send a written decision to the Contractor. If the Project Manager agrees with the Contractor that the issues presented in the Contractor's claim justify a change in the Contract Sum or the Contract Time, the Project Manager and the Contractor shall negotiate the amount of the adjustment in the Contract.

If the Project Manager determines that the claim does not justify a change in the Contract Sum or Contract Time, or if the Project Manager cannot reach agreement with the Contractor on the amount of the adjustment in the Contract Sum or Contract Time, the amount shall be determined in accordance with Paragraph 12.5

12.4.4 In no event shall the Contractor slow or stop the Work while such determination is pending and the Owner shall continue to make payment in accordance with the Contract Documents except as to the amount in dispute. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.5 RESOLUTION OF DISPUTED CLAIMS

12.5.1 All disputed claims arising from this contract shall be resolved according to the process identified in this section 12.5. This includes any interpretations of the contract documents, claims for increase in the Contract Sum or Contract Time, or any other issues of equitable adjustment.

12.5.2 Disputes between the Owner and the Contractor will be processed through the appeal process described in 12.5.3 and/or through the use of Alternative Dispute Resolution (ADR) procedures described in 12.5.4.

12.5.3 Appeal Process

12.5.3.1 If the Contractor does not agree with the decision of the Project Manager, the Contractor may, within ten (10) calendar days of receipt of the decision, file a notice of appeal with the Chief Operating Officer. The Chief Operating Officer will then have sixty (60) calendar days to review the appeal and send a written decision to the Contractor.

12.5.3.2 If the Contractor does not agree with the final decision rendered by the Chief Operating Officer, it may pursue litigation.

12.5.4 ADR Process

12.5.4.1 Either the Owner or the Contractor may request, prior to litigation, that a dispute be submitted to mandatory mediation.

12.5.4.2 The parties shall jointly select and compensate a third party mediator.

12.5.4.3 Both parties shall attend joint mediation sessions and make a good faith effort to reach agreement through this process.

12.5.4.4 There is no obligation for either of the parties to accept any agreement during the mediation process.

12.5.5 The Contractor shall diligently carry on the Work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise agreed in writing.

END OF ARTICLE 12

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Owner, Project Manager or the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Project Manager, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Architect or the Project Manager has not specifically requested to observe prior to being covered, either may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional Owner Administrative and legal expenses, and additional compensation for the Architect's and/or Project Manager's additional services made necessary thereby.

13.2.2 If, within one (1) year after the Date of Substantial Completion of the Work or designated portion thereof or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner through the Project Manager to do so unless the Owner through the Project Manager has previously given the Contractor a written acceptance of such condition. This obligation shall survive the provisions of Subparagraph 9.5.5 and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor, unless removal is waived by the Owner, shall remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, he shall correct such Work in place by and at the expense of the Contractor promptly after receipt of notice, and such rejected Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed.

13.2.4 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, through the Project Manager, the Owner may either:

13.2.4.1 by separate contract or otherwise replace or correct such Work and charge the Contractor the cost occasioned the Owner thereby and remove and store the materials or equipment at the expense of the Contractor, or

13.2.4.2 terminate this Contract for default as provided in Paragraph 14.1. If the Contractor does not pay the cost of such replacement or correction and the

removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Owner's administrative and legal expenses, and additional services of the Architect and the Project Manager made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.5 The Contractor shall bear the cost of making good all Work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.6 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5. thereof. The establishment of the time period of one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

13.3.1 If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable, or the Owner may elect to accept payment in materials or services, in lieu of a reduction in the Contract Sum. If the amount of a reduction is determined after final payment, it shall be paid to the Owner directly by the Contractor.

END OF ARTICLE 13

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE OWNER

14.1.1 If the Contractor:

- 14.1.1.1 is adjudged bankrupt; or
- 14.1.1.2 makes a general assignment for the benefit of his creditors; or
- 14.1.1.3 has a receiver appointed on account of his insolvency; or
- 14.1.1.4 if he refuses or fails to commence the Work within the time required by this Contract; or
- 14.1.1.5 refuses or fails to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Contract, including any extension; or
- 14.1.1.6 refuses or fails to provide sufficient and properly skilled workmen or proper materials or equipment to complete the Work in an acceptable manner and without delay; or
- 14.1.1.7 refuses or fails to complete the Work in accordance with the Project Schedule Milestone Dates set forth under Section 00200 hereof; or
- 14.1.1.8 fails to make prompt payment to Subcontractors or for materials or labor, or
- 14.1.1.9 persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
- 14.1.1.10 fails or refuses to comply with the requirements of Division 1, Section 01311, "Project Schedule" of the Contract Documents; or
- 14.1.1.11 otherwise is guilty of a substantial violation of a provision of the Contract Documents,

then the Owner, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. Such an event of termination shall at the option of the Owner result in the automatic assignment to the Owner of all of the Contractor's subcontracts, and the Owner may thereafter enforce such subcontracts in the prosecution of the Work in the same manner and to the same extent as the Contractor.

- 14.1.2 If the cost of finishing the Work exceeds the unpaid portion of the Contract Sum, the Contractor or his assigns, heirs or sureties shall pay the difference to the Owner. This obligation shall survive the termination of the Contract.

14.1.3 Nothing contained in this Article 14 shall impair any of the obligations of the surety.

14.2 TERMINATION FOR CONVENIENCE

14.2.1 The performance of the Work under this Contract may be terminated by the Owner in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

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

14.2.2.1 stop Work under the Contract on the date and to the extent specified in the Notice of Termination;

14.2.2.2 place no further orders or subcontracts for materials, services or equipment, except as may be necessary for completion of such portion of this Work under the Contract as is not terminated;

14.2.2.3 terminate all orders and subcontractors to the extent that they relate to the performance of Work terminated by the Notice of Termination;

14.2.2.4 assign to the Owner, in the manner, at the times, and to the extent directed by the Owner, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

14.2.2.5 settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

14.2.2.6 transfer title and deliver to the Owner, in the manner, at the times, and to the extent, if any, directed by the Owner, (A) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and the property which, if the Contract has been completed, would have been required to be furnished to the Owner;

14.2.2.7 use his best efforts to sell, in the manner, at the time, to the extent and at the price or prices directed or authorized by the Owner, any property of the types referred to in Subparagraph 14.2.2.6 above, provided, however, that the Contractor (A) shall not be required to extend credit to any purchase, and (B) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Owner may direct;

14.2.2.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination and may incur obligations as are

necessary to do so; and

- 14.2.2.9 take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 14.2.3 The Contractor may submit to the Owner a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Owner, and may request the Owner to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Owner will accept title to such items and remove them or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Owner upon removal of all items, or if the items are stored within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.
- 14.2.4 After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 14.2.5 Subject to the provisions of Subparagraph 14.2.4 above, the Contractor and the Owner may agree upon the 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 paragraph, which amount or amounts may include a reasonable allowance of profit on Work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract Sum attributable to that portion of Work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Subparagraph 14.2.6 below, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Owner to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Subparagraph 14.2.5.
- 14.2.6 In the event of the failure of the Contractor and the Owner to agree, as provided in Subparagraph 14.2.5 above, upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this paragraph, the Owner shall pay to the Contractor the amounts determined by the Owner as follows, but without duplication of any amounts agreed upon in accordance with Subparagraph 14.2.5:
 - 14.2.6.1 with respect to all Contract Work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - 14.2.6.1.1 the cost of such Work;
 - 14.2.6.1.2 the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Subparagraph 14.2.2.5 above exclusive of the amounts paid or payable on account of supplies or materials delivered or services

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furnished by the Subcontractor prior to the effective date of the Notice of Termination Work under this Contract, which amounts shall be included in the cost on account of which payment is made under Subparagraph 14.2.6.1 above; and

14.2.6.1.3 a sum as profit on Subparagraph 14.2.6.1.1 above, determined by the Owner to be fair and reasonable; and

14.2.6.2 the reasonable cost incidental to termination of Work including:

14.2.6.2.1 accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

14.2.6.2.2 the termination and settlement of subcontracts (excluding the amounts of such settlements); and storage, transportation and other costs incurred (pursuant to Subparagraph 14.2.2.9), reasonably necessary for the preservation, protection or disposition of the termination inventory.

14.2.6.3 The total sum to be paid to the Contractor under Subparagraph 14.2.6.1 above shall not exceed the total Contract Sum as reduced by the portion of the Contract Sum attributable to that portion of Work not terminated. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under Subparagraph 14.2.6.1, the fair value, as determined by the Owner, of property which is destroyed or lost, stolen, or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Subparagraph 14.2.2.7.

14.2.7 In arriving at the amount due the Contractor under this paragraph, there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract, (2) any claim which the Owner may have against the Contractor in connection with this Contract, and (3) 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 paragraph and not otherwise recovered by or credited to the Owner.

14.2.8 If the termination hereunder be partial, the Contractor may file with the Owner a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause must be asserted within ninety (90) days from the effective date of the termination.

14.2.9 The Owner may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Owner the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this paragraph, such excess shall be payable by the Contractor to the Owner upon demand, together with interest computed at the legal prevailing rate, for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Owner, provided, however, that no interest shall be charged with respect to any such excess payment, attributable to

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Division 00

Section 00700

a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the Owner by reason of the circumstances.

- 14.2.10 Unless otherwise provided for in this Contract, or by applicable statute, the Contractor shall - from the effective date of termination until the expiration of three (3) years after final settlement under this Contract - preserve and make available to the Owner at all reasonable times at the office of the Contractor but without direct charge to the Owner, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Project Manager, photographs, microphotographs, or other authentic reproductions thereof.

END OF ARTICLE 14

SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION

REFERENCE:

1. **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION ANCHORAGE SCHOOL DISTRICT, ANCHORAGE, ALASKA**, constitutes the General Conditions of this Contract, and is further revised and supplemented by the provisions of these Supplementary General Conditions. The General Conditions and the Supplementary General Conditions are applicable to all of the work under this Contract and shall apply to the Contractor and all Subcontractors, Sub-subcontractors, and Material Suppliers and Vendors.

SUPPLEMENTS:

1. The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, sub-paragraph or clause shall remain in effect.

ARTICLE 1

Add the following new Paragraph 1.2.5.12:

- 1.2.5.12 Student Community Workforce Agreement

ARTICLE 4

Add the following new Paragraphs 4.7.1.2 & 4.7.1.3:

- 4.7.1.2 Unless otherwise authorized by the Project Manager, successfully obtaining the necessary permits shall be the responsibility of the Contractor and shall constitute a requirement for the issuance of the Notice to Proceed by the Owner.
- 4.7.1.3 Contractor shall submit Fire Alarm shop drawings to the Municipality of Anchorage Building Safety Office.
- 4.7.1.3.1 Contractor shall pay for the Municipality of Anchorage Fire Alarm permits.
- 4.7.1.3.2 Contractor shall obtain the permits upon approval.

Add the following new Paragraph 4.21, Construction Management Software:

4.21 CONSTRUCTION MANAGEMENT SOFTWARE

- 4.21.1 The Contractor shall fully utilize the Owner provided construction management software, currently Sage Procore Construction Management for communications, Submittals, Requests for Information, for submission of construction record documents and photographs, and other purposes as directed by the Project Manager.
- 4.21.2 The contractor shall designate a minimum of two (2) people from their internal project staff to access the Construction Management Software. It is incumbent upon the Contractor to ensure these individuals familiarize themselves and become proficient in the use of the Construction Management software utilizing the manuals, help files, training videos, forums and other support services provided by the Construction Management Software.

ARTICLE 7

Add the following new Paragraph 7.12, Fire Alarm System:

7.12 FIRE ALARM SYSTEM

- 7.12.1 Before beginning any work that may result in a fire alarm transmission, the contractor shall call both the Anchorage Fire Department dispatcher at 522-1122 and the local fire station which would respond to an alarm and let them know you will be working on the system and for approximately how long. Second the contractor shall call Guardian Security at 277-1975 and notify the dispatcher that you have called the Fire Department, what type of work you are planning to do, and approximately how long before you expect to be completed. After the contractor is completed with your work, you must reverse the process by notifying the Fire Department dispatcher and the ASD Dispatcher that you are finished.
- 7.12.2 The Contractor shall be held responsible for all charges incurred from false fire alarms. Currently the Anchorage Fire Department charges seven hundred fifty dollars and no cents (\$750.00) per false alarm, or current rate charged.

Add the following new Paragraph 7.13, Apprenticeship Utilization Requirements for Contracts:

7.13 APPRENTICESHIP UTILIZATION REQUIREMENTS FOR CONTRACTS

- 7.13.1 Once awarded a contract by ASD, the prime contractor will be responsible to gather and submit all documentation to ASD to confirm compliance with the Apprenticeship Utilization Policy ("AUP") mandated by Anchorage School Board Policy 3311.1.2. The Prime contractor will provide documentation to ASD to confirm that 15% of the labor hours worked in trades/crafts categories that are included in the Alaskan Federally Registered Apprenticeship Program has been executed by certified apprentices enrolled in those programs, and will provide documentation to confirm that the apprentices listed on the documentation submitted are currently in good standing with their Alaskan Federally Registered Apprenticeship Program. ASD will provide several forms which the prime contractor will be required to fill out in addition to submitting their certified payroll documents. Also, ASD will audit the prime contractor's documentation on the following schedule. Audits for projects will be conducted every 30 days. In addition, ASD will conduct on-site audit at non-scheduled intervals to ensure that the apprentices listed on the written documentation are physically on-site. ASD will give a reasonable notice of 24 hours prior to on-site inspections.
- 7.13.2 The prime contractor will be required to submit the following, at the intervals requested by ASD:
- Certified Payroll for prime and subcontractors.
 - Apprenticeship Utilization Form for prime and subcontractors.
 - Apprenticeship Utilization Calculation form for prime and subcontractors, which demonstrates labor hours worked by apprentices in applicable crafts/trades categories, and reports status as to whether the apprentices listed are in good standing with their Alaskan Federally Registered Apprenticeship Program.

Add the following new Paragraph 7.14, Preference for Alaska Forest Products:**7.14 PREFERENCE FOR ALASKA FOREST PRODUCTS****7.14.1 Preference for Alaska Forest and Agricultural Products**

This project is funded by state money in which the use of timber, lumber, and manufactured lumber products are required, and, therefore, only timber, lumber, and manufactured lumber products originating in this state from local forest products shall be used whenever practical.

Pursuant to AS 36.15.050 and AS 36.30.322, agricultural and timber, lumber and manufactured lumber products harvested in Alaska shall be used in state funded projects whenever they are priced no more than seven percent above agricultural/wood products harvested outside the state and are of a like quality as compared with agricultural/wood products harvested outside the state. The Contractor shall maintain records which establish the type and extent of Alaska agricultural/wood products utilized. When such products are not utilized, the Contractor shall document the efforts the Contractor made towards obtaining agricultural/wood products harvested in Alaska and include in this documentation a written statement that the Contractor contacted the manufacturers and suppliers identified on the Department of Commerce and Economic Development's list of suppliers of Alaska forest products concerning the availability of agricultural/wood products harvested in Alaska and, if available, the product prices. The Contractor shall complete this documentation at a time determined by the district's project manager.

The Department of Commerce and Economic Development's list of suppliers of Alaska forest products is available at:

<http://www.commerce.state.ak.us/ded/dev/prodpref/fppproduct.cfm>

The Contractor's use of agricultural/wood products that fail to meet the requirements of this section shall be removed and replaced in accordance with **Division 0, Section 00700, paragraph 13.3** of the contract. In addition, pursuant to AS 36.15.050(d), the district may withhold payment until the Contractor complies with this section.

To clarify, the actions required by the successful bidder awarded the contract are as follows:

- For all lumber items required under the contract the Contractor will contact all applicable suppliers of Alaska forest products to determine availability and cost.
- Contractor must use lumber from the suppliers of Alaska forest products unless the cost of the Alaska forest products that are of like quality is seven percent higher than non-Alaska produced forest products, or the Alaska forest products are not available.
- Contractor must maintain records showing efforts made in using Alaska forest products or evidence of Alaska forest products not being available or reasonably competitive.
- The records showing compliance with the Alaska forest products preference must be provided to Owner during the submittal process (Division 1, Section 01300).
- Per AS 36.15.010 if the Contractor fails to provide evidence regarding proper sourcing and comparison of Alaska forest products, the District shall withhold payment until the Contractor complies.

Add the following new Paragraph 7.15, Student Community Workforce Agreement:

7.15 STUDENT COMMUNITY WORKFORCE AGREEMENT

- 7.15.1 Bidders are hereby notified that this project is subject to the Student Community Workforce Agreement (SCWA).

A Template of the SCWA has been provided in this solicitation. Bidders may direct questions to purchasing@asdk12.org for consideration or submission to the SCWA Committee.

No portion of the attached Student Community Workforce Agreement may be changed without agreement of the SCWA Committee and the Trades Council.

- 7.15.2 As part of the Award process, the successful low bidder will comply with Board Policy 3311.2 Student Community Workforce Agreement (SCWA). The completed and approved SCWA documents will be incorporated into the District Contract of Award.

ARTICLE 9

Add the following new Paragraph 9.12, Liquidated Damages:

9.12 LIQUIDATED DAMAGES

- 9.12.1 Should the Contractor fail to substantially complete the Work on or before any date stipulated for Substantial Completion (or such later date as may result from extension of time granted by the Owner), he shall pay the Owner, as liquidated damages, the sum of one thousand dollars and no cents (\$1,000.00) for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete work within time as stipulated; it being recognized by the Owner and to the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.
- 9.12.2 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Owner will retain from the compensation otherwise to be paid to the Contractor the sum of one thousand dollars and no cents (\$1,000.00). This amount is the minimum measure of damages the Owner will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and miscellaneous tasks as required to complete all work specified.
- 9.12.3 In no instance shall more than one thousand dollars and no cents (\$1,000.00) a day are assessed for liquidated damages for work, which remains incomplete.

ARTICLE 10

Add the following new Paragraph 10.4, Compliance:

10.4 COMPLIANCE

- 10.4.1 When the school is in session the Contractor will be restricted to the areas, which do not interfere with school operations. These areas shall be safety and security fenced

to not impact school operations. Additional areas may be utilized upon concurrence of the Project Manager. The Contractor shall minimize his impact on education while his work is in progress. Workers must stay out of school while school is in session. All renovation work in the existing school, including sprinklers, must be performed while school is not in session. If scheduling pushes this work into the school session, then the work must be performed on nights and weekends.

- 10.4.2 The Contractor must maintain interior building fire exits through the construction areas and maintain these exits during all school operation hours. These exit routes may not be modified without concurrence of the Project Manager and the School Principal.

ARTICLE 11

Remove and replace Section 11.3.3.1 with the following:

- 11.3.3.1 The Contractor shall maintain an umbrella liability policy according to the following:

Projects < \$2 million construction cost - \$1,000,000 per occurrence and annual aggregate.

Projects < \$10 million construction cost – \$5,000,000 per occurrence and annual aggregate.

Projects > \$10 million construction cost – \$10,000,000 per occurrence and annual aggregate.

This requirement does not apply to Subcontractors.

ARTICLE 12

Article 12, 12.5.2: Delete this section in its entirety and replace with the following:

Disputes between the Owner and the Contractor will be processed through the appeal process described in 12.5.3.

Article 12, 12.5.3: Delete this section in its entirety and replace with the following:

12.5.3 Appeal Process

- 12.5.3.1 The contractor will submit in writing the issue(s) being claimed and the Project Manager will review. The Project Manager may visit the site, schedule a review hearing, or request additional information in order to fully evaluate the issues of the claim. The Project Manager will send the written decision to the Contractor within ten (10) days of receipt of claim.

- 12.5.3.2 If the Contractor does not agree with the decision of the Project Manager, within ten (10) days from the receipt of the written decision by the Project Manager, the Contractor may request an appeal of the decision to the Senior Director of Capital Planning & Construction. The Senior Director of Capital Planning & Construction will then have ten (10) days to review the issue(s) and send a written decision to the

Contractor.

- 12.5.3.3 If the Contractor does not agree with the decision of the Senior Director of Capital Planning & Construction, within ten (10) days from the receipt of the written decision by the Senior Director of Capital Planning & Construction, the Contractor may request an appeal of the decision to the Chief Operating Officer. The Chief Operating Officer will then have ten (10) days to review the issue(s) and send a written decision to the Contractor.
- 12.5.3.4 If the Contractor does not agree with the final decision rendered by the Chief Operating Officer, it may pursue litigation.
- 12.5.3.5 The Contractor may bring no action on claims unless the claims have been properly raised in accordance with all notice provisions of the conditions and considered in the above dispute-resolution procedures.
- 12.5.3.6 The Contractor shall diligently carry on the Work and maintain the progress schedule during any dispute-resolution proceedings, unless otherwise agreed in writing.
- 12.5.3.7 Any step in the process identified above can be waived only by explicit written waiver by both parties.

Article 12, 12.5.4: Delete this section in its entirety.

END OF SECTION

WAGE RATES

I. GENERAL

A. STATE OF ALASKA PREVAILING WAGE SCALE AND ALASKA HIRE

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. Among other things, the requirements of Alaska's Little Davis Bacon Act (AS 36.05.010) are applicable to this project. Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of the Contract.

State Labor Wage and Hour Administration Pamphlets No. 600 for Laborers' and Mechanics' are updated on April 1, and September 1. It is the responsibility of the bidder to obtain the new labor wage and hour rates when available from the State of Alaska Department of Labor, and to use the Prevailing wage scale and hiring requirements when formulating your bid.

For copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or visit the internet site at:

<http://labor.state.ak.us/lss/pamp600.htm>

END OF SECTION

SUMMARY OF WORK

PART 1. GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract comprises the general construction of the facility identified in the Solicitation including all noted site improvements.
- B. Definition of Site: Wherein the term Site is used in the contract documents, it shall mean the areas where work is to be performed; located as identified in the Solicitation and on the Contract Drawings.
- C. Acceptance of Site: The Contractor shall fully inform himself of the areas in which work is to be processed, material delivered, and limitation in working conditions, and access to work areas.
- D. Existing Conditions: The drawings may not show all arrangements and condition of the site as they now exist. The Contractor shall be responsible for a complete visual inspection.

1.03 CONTRACT

- A. Construct the work under a single fixed price contract as bound herein.
- B. It is the intent of these documents to require all work for a complete facility and plant with only minor owner-furnished items to be incorporated. See technical sections for specifics.

1.04 WORK FURNISHED AND INSTALLED BY OWNER

- A. Equipment and furniture as noted in documents. Other Contractors or ASD Maintenance personnel may be performing work at this facility concurrent with this project. See Section 1.07 below for requirements concerning coordination with Contractor's work.

1.05 GENERAL PROJECT DESCRIPTION

- A. General Description:
 - 1. Main Gymnasium PEL 126 floor replacement, including demolition of existing floor, remediation of hazards, and installation of new floor, game lines, and artwork.
 - 2. New floor in Hallway PEL 127A and hallway PEL 127B to match new level of Gym floor.
 - 3. New doors as scheduled to accommodate new gymnasium floor level
 - 4. Sidewalk replacement at exit doors to match new doors at floor level
 - 5. Demolition of bleachers
 - 6. Paint hallways PEL 127A, 127B and main gymnasium PEL 129.

7. If Additive Alternate No4 is not taken, existing retractable basketball hoops to be adjusted to new floor height, 6 in total

ADDITIVE ALTERNATE No. 1 – Repair exterior plaza deck at Area B South of Gym

1. Replace flooring in PEL 117 commons
2. Add recessed display cases

ADDITIVE ALTERNATE No. 2 –

1. Replace Main Gymnasium curtain divider completely, utilize existing connection to structure

ADDITIVE ALTERNATE No. 3 –

1. Exterior artwork.

ADDITIVE ALTERNATE No. 4 –

1. Replacement of retractable basketball hoops, 6 in total.

- B. Sequence the start, conduct and completion of Work as required in Section 00200, Project Schedule Milestone Dates.

1.06 CONTRACTOR'S USE OF PREMISES

- A. Limit use of premises for work and for storage to allow for:
 1. Area of site indicated on Contract Drawings
 2. Owner occupancy of existing building
 3. Public use
 4. Coordinated use of premises under direction of Project Manager.
 5. Full responsibility for protection and safekeeping of products under this Contract stored at Site.
 6. Moving any stored products, under Contractor's control, which interfere with operations of Owner or separate Contractor.

1.07 OWNER'S USE OF PREMISES

- A. During the regular school year, conduct operations to minimize interference with normal school operations.
- B. Schedule any work which could interfere with school operations during summer vacation or when the school is not in session during the regular year.
- C. Cooperate with Project Manager in conducting operations to minimize conflict with and to facilitate Owner usage as established by the Project Manager.
- D. Schedule work to maintain Owner's continuous operation. Include in contract sum sufficient funds as may be required for any "after-hours" work caused by this requirement. No additional payment to Contractor will be authorized because of Contractor's failure to anticipate required "after-hours" work.
- E. At all times conduct operation as to ensure the least inconvenience to students, staff, visitors, and the general public.
- F. The contractor shall provide advance notice at least 72 hours prior to any utility outages or

other operations anticipated to inconvenience the school activities. The Project Manager will review and evaluate the request. The contractor may have to reschedule the operations to another time that will not impact school activities.

- G. The Contractor shall be responsible for maintaining power to the Fire Alarm, Security and Network systems to ensure they are in proper working order throughout the project. If the systems must be off-line during the project, the Contractor shall obtain written approval from the Project Manager. During any time in which the fire alarm or security system is not operational, the Contractor shall provide a fire watch and security watch 24 hours a day, 7 days a week, for the entire period of the shutdown at no additional cost to ASD. The Contractor shall notify the ASD Project Manager of the intended method 72 hours prior to the shutdown.
 - 1. An acceptable method of maintaining power to the fire alarm and security panels includes maintaining power during the entire period of the Electrical Utility Shutdown.
- H. While school is occupied by students and the general public the contractor must keep operational the emergency egress lighting.

1.08 COORDINATION OF NOISE, DUST AND FUMES

- A. Contain noise, dust and fumes within work area. Notify Project Manager at least 24 hours prior to any necessary excessive noise, dust or fumes. Comply with the Project Manager's instructions.

1.09 PRODUCTS FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver necessary shop drawings, product data, and samples to Contractor.
 - 2. Arrange and pay for product delivery to Site in accordance with construction schedule.
 - 3. Deliver supplier's bill of materials to Contractor.
 - 4. Inspect deliveries jointly with Contractor
 - 5. Submit claims for Transportation damage.
 - 6. Arrange for replacement of damaged, defective, missing or otherwise unacceptable items.
 - 7. Arrange for manufacturer's warranties, bonds, service, and inspections as required.
- B. Contractor's Responsibilities:
 - 1. Designate delivery date for each product in construction schedule.
 - 2. Receive and unload products at Site.
 - 3. Promptly inspect products jointly with Owner, record shortages, damaged or defective items.
 - 4. Handle products at Site, including uncrating and storage.
 - 5. Protect products against damage and discoloration.
 - 6. Assemble, install, connect, adjust, and finish products, as stipulated in respective Specification Sections.
 - 7. Clean, repair, or replace items damaged by Contractor.

1.10 SALVAGE RIGHTS

- A. Except where noted otherwise on contract documents, existing equipment which is removed as a part of the work shall become the property of the Contractor to dispose of as

he sees fit.

- B. Remove scheduled materials and equipment without damaging items. Store items in protected environment. Coordinate with Owner for pick up and/or delivery to the owner. If delivered to the owner include project name and school for easy identification.

1.11 USE OF OWNER'S PROPERTY AND EQUIPMENT

- A. Use of Owner's property or equipment such as tools, ladders, furniture, janitorial equipment and supplies, etc., is strictly prohibited.

1.12 PERMITTING

- A. Contractor shall obtain all necessary building permits required to complete the scope of work identified in the contract documents. These include any/all subcontractor or specialty permits.
- B. Contractor shall ensure all required Municipal inspections, in accordance with the aforementioned permits, are requested and conducted prior to covering, closing or concealing the work in the field. Understanding and adhering to all MOA inspection requirements is mandatory. The Owner is not liable for re-inspection or rework costs associated with non-conforming or prematurely concealed work.
- C. Contractor shall maintain an inspection log and retain copies of all inspection reports, on site, for review by inspection officials and district project representatives.
- D. The District will be requiring preconstruction meeting with municipality building safety department.

END OF SECTION

BID ALTERNATES

PART 1. GENERAL

1.01 DESCRIPTION

A. Work included:

To allow the Owner to compare total costs where alternate materials and methods might be used, certain alternatives have been established as described in this Section of these Specifications.

B. Related work described elsewhere:

1. Pertinent Sections of these Specifications describe materials and methods required under the various alternatives.
2. The method for stating the proposed contract amount is described on the Bid Form.

1.02 SUBMITTALS

- A. All alternatives described in this Section of these Specifications are required to be reflected in the space provided on the Bid Form for this work. However, do not submit alternatives other than those described in this Section. Amounts submitted for alternatives shall include all overhead, profit, bonds, insurance and similar related costs.

1.03 BASE BID

- A. Includes all Work shown on Drawings or included in Specifications, excepting only that Work specifically noted in the following Alternate Bids, and that Work specifically noted as excepted.

PART 2. PRODUCT

2.01 DESCRIPTION

- A. This Project consists of the Basic Bid and noted Alternates. The Contract Documents have been prepared to show both basic and alternate work. In case the alternate work is not included in the contract work it will be the Contractor's responsibility to construct basic work by excluding alternate work as described below. Revised drawings excluding alternate work will not be issued.
- B. Work required by the following alternates shall include the finishing of all labor and materials to provide a complete and usable finished installation.
- C. The extent of alternates is described on the Drawings or specified herein.
- D. The Technical Specifications shall apply to all alternates unless modified herein.

2.02 LIST OF ALTERNATES

- A. ADDITIVE ALTERNATE No. 1 – Replace flooring in PEL 117 commons and add recessed display cases

- B. ADDITIVE ALTERNATE No. 2 – Replace Main Gymnasium curtain divider completely, utilize existing connection to structure
- C. ADDITIVE ALTERNATE No. 3 – Exterior artwork.
- D. ADDITIVE ALTERNATE No. 4 – Replacement of retractable basketball hoops, 6 in total.

PART 3. EXECUTION

3.01 ADVANCE COORDINATION

- A. Immediately after award of the contract, or as soon thereafter as the Owner has made decision on which if any alternatives will be selected, thoroughly and clearly advise all necessary personnel and suppliers as to the nature and extent of alternatives selected by the Owner. Use all means necessary to alert those personnel and suppliers involved as to all changes in the work caused by the Owner's selection or rejection of alternatives.

END OF SECTION

PROJECT COORDINATION

PART 1. GENERAL

1.01 GENERAL CONTRACTOR

- A. Coordinate work of his own employees and subcontractors and coordinate his work with that of other contractors and Owner.
- B. Expedite his work to assure compliance with schedules.
- C. Comply with orders and instructions of the Project Manager.
- D. Monitor and control the use of site:
 - 1. Supervise field engineering and site layout.
 - 2. Allocate space for each subcontractor's use for field offices, sheds, work and storage areas.
 - 3. Establish access, traffic, parking allocations, and regulations.

1.02 GENERAL AND SUBCONTRACTORS SHALL DILIGENTLY COMPLY WITH THE FOLLOWING:

- A. Cooperate in planning and layout of the work well in advance of operations. Inform other contractors of requirements at proper time to prevent delay or revisions.
- B. Be informed of the requirements of other contractors and check own work for conflicts with the work of others.
- C. Ensure delivery of materials and performance of work on coordinated schedule with other contractors.
- D. Be responsible for proper layout of the work, and for all lines and measurements for all of the work executed under the contract documents. Verify the figures shown on the drawings before laying out the work and report any inaccuracies in writing to the Project Manager before commencing work. The Owner, Architect or their representative will in no case assume the responsibility for layout of the work.
- E. The mechanical and electrical trades shall be responsible for the layout of the ductwork, piping and conduits based on the reference lines established.

1.03 COORDINATING UTILITIES

- A. Cooperate and coordinate work with all utilities to be installed for service to Project. Utilities may include, but are not limited to water, sewer, natural gas, telephone, electrical, and cable television. Contractor shall maintain communication with utilities in order to coordinate time and requirements of utilities' installation.
- B. Contractor shall provide all work necessary to comply with requirements of Contract Documents for Utility work that does not meet Contract Document requirements, or for work that is disturbed by utility installation.

1.04 OWNER NOTIFICATION/REIMBURSEMENT

- A. Provide the Owner forty-eight (48) hours advance notice of his intention to work overtime,

nights, Sundays or holidays, or anytime outside the usual working hours. In no case will the Contractor do any such work without first notifying the Owner to permit arrangements for proper inspection. Unless of an emergency nature, work performed in violation of this paragraph will not be paid for.

- B. Reimburse the additional cost to the Owner for inspection work on Sundays or recognized holidays. Such reimbursement shall include all additional costs to the Owner.
- C. Reimbursement for inspection or observation required of the Project Manager or the Engineer on Sundays or recognized holidays shall be at the rate of One Hundred Fifty dollars (\$150.00) per man-hour of work.
- D. The contractor shall reimburse the additional cost to the owner, architect and consultants for inspection work beyond a first substantial of first final completion inspections. The contractor is expected to be virtually complete at time of substantial completion inspection with only minor punchlist items remaining. Should punchlist items remain at time of final inspection and should subsequent inspections be required, the contractor shall pay all costs for all.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

CUTTING AND PATCHING

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

- A. Cutting and patching is defined to include, but it not necessarily limited to, the cutting and patching of nominally completed work, and is defined to exclude integral cutting and patching during the manufacturing, fabricating, erecting, and installing process for individual units of work.
- B. Contractor shall be responsible for all cutting, fitting, and patching required to complete the work or to:
 - 1. Accommodate the coordination of work.
 - 2. Provide for installation of other work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Uncover other work for access or inspection.
 - 6. Obtain samples for testing or similar purposes.
 - 7. Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.

1.02 RELATED REQUIREMENTS

- A. Section 00700 Article 4.14.
- B. Section 01010 - Summary of Work.
- C. Individual Specification Sections:
 - 1. Cutting and patching incidental to work of the Section.
 - 2. Advance notification to other Sections of openings required in work of those Sections.
 - 3. Limitations on cutting structural members.

1.03 SUBMITTALS

- A. Ten (10) days prior to beginning any demolition activities, the Contractor shall provide written notification to EPA, in accordance with NESHAP regulations, with copy to Project Manager. Notice shall indicate asbestos containing materials are or are not anticipated to be encountered. If no asbestos is anticipated, a negative declaration is made addressing 40CFR61.146 (a), (b) and (c,1-5).
- B. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Include in Request:
 - 1. Identification of Project.
 - 2. Location and description of affected work.
 - 3. Necessity for cutting and alteration.

4. Description of proposed work. Designate:
 - a. Scope of cutting and patching.
 - b. Contractor and trades to execute work.
 - c. Products proposed to be used.
 - d. Extent of refinishing.
5. Date and time work will be executed.

PART 2. PRODUCTS

2.01 MATERIALS

- A. For replacement of work removed, comply with specifications for type of work to be done, unless otherwise noted.
- B. Provide materials for cutting and patching which will result in equal to or better than the work being cut and patched in terms of performance characteristics and visual effect where applicable.

PART 3. EXECUTION

3.01 GENERAL

- A. Execute cutting, fitting, and patching to complete Work, and to:
 1. Fit the several parts together, to integrate with other Work.
 2. Uncover work to install or correct ill-timed Work.
 3. Remove and replace defective and non-conforming Work.
 4. Remove samples of installed Work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical work.
 6. Repair surfaces damaged by removal or relocation of surface mounted or built-in items.

3.02 INSPECTION

- A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- B. Do not cut and patch work which is exposed to view in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the cut and patch work. Remove and replace work judged by Project Manager to be visually unsatisfactory.
- C. After uncovering, inspect conditions affecting performance of work.
- D. Beginning of cutting or patching means acceptance of existing conditions.

3.03 PREPARATION

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by cutting and patching operations, as directed. Return adjacent areas to condition existing prior to start of work.
- B. Provide supports to assure structural integrity of surroundings; devices and methods to

protect other portions of Project from damage.

- C. Provide protection from elements for areas which may be exposed by uncovering work; maintain openings free of water.

3.04 PERFORMANCE

- A. Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.
- B. Restore work with new products in accordance with requirements of Contract Documents.
- C. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Maintain all fire assembly rating wall or area separation construction in accordance with applicable codes.
- D. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

END OF SECTION

MECHANICAL AND ELECTRICAL COORDINATOR

PART 1. GENERAL

1.01 DESCRIPTION

- A. Mechanical and electrical coordinator.
- B. Submittals.
- C. Coordination required.
- D. Coordination documents.
- E. Coordination of submittals.
- F. Coordination of substitutions and modifications.
- G. Observation of Work.
- H. Documentation.
- I. Inspection and acceptance of equipment.
- J. Equipment start-up.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work.
- B. Section 01300 - Submittals: Shop drawings, product data, and samples.
- C. Section 01650 - Starting of Systems: Starting of systems. Testing, Adjusting, and Balancing of Systems. Systems Demonstration.
- D. Section 01700 - Project Close-out: Project closeout procedures, project record documents, operation and maintenance data, warranties, and spare parts and maintenance materials.

1.03 MECHANICAL AND ELECTRICAL WORK COORDINATOR

- A. The Contractor shall employ a person, technically qualified and administratively experienced in field coordination for the mechanical and electrical work required for this Project, for the duration of the Work.

1.04 SUBMITTALS FOR REVIEW

- A. Submit coordination drawings and schedules prior to submitting shop drawings, product data, and samples.

1.05 COORDINATION REQUIRED

- A. Coordinate work of Divisions 23, and 26 and with work of other divisions.

- B. Coordinate progress schedules, including dates for submittals and for delivery of Products.
- C. Participate in progress meetings. Report on progress of Work to be adjusted under coordination requirements, and any required changes in schedules. Transmit minutes of meetings and Reports to concerned parties.

1.06 COORDINATION DOCUMENTS

- A. Prepare coordination drawings to organize installation of Products for efficient use of available space, for proper sequence of installation, and to identify potential conflicts.
- B. Identify electrical power characteristics and control wiring required for each item of equipment.
- C. Maintain documents for the duration of the Work, recording changes due to site instructions, modifications or adjustments.
- D. After the Anchorage School District's review of original and revised documents, reproduce and distribute copies to concerned parties.

1.07 COORDINATION OF SUBMITTALS

- A. Review Shop Drawings, Product Data, and Samples for compliance with Contract Documents and for coordination with work of the Project Manual. Transmit for review, copy reviewed documents to the Anchorage School District.
- B. Check field dimensions and clearances and relationship to available space and anchors.
- C. Check compatibility with equipment and Work of other sections, electrical characteristics, and operational control requirements.
- D. Check motor voltages and control characteristics.
- E. Coordinate controls, interlocks, wiring of pneumatic switches, and relays.
- F. Coordinate wiring and control diagrams.
- G. Review the effect of any changes on work of other sections.
- H. Verify information and coordinate maintenance of record documents.

1.08 COORDINATION OF SUBSTITUTIONS AND MODIFICATIONS

- A. Review proposals and requests from Subcontractors.
- B. Verify compliance with Contract Documents and for compatibility with Work and Products of other sections. Submit with recommendation for action.

1.09 OBSERVATIONS OF WORK

- A. Observe Work for compliance with Contract Documents.
- B. Maintain a list of observed deficiencies and defects; promptly submit a written report bi-weekly.

1.10 DOCUMENTATION

- A. Observe and maintain a record of tests. Record:
 - 1. Specification section number.
 - 2. Product and name of Subcontractor.
 - 3. Name of testing agency and name of inspector.
 - 4. Name of manufacturer's representative present.
 - 5. Date, time, and duration of tests.
 - 6. Type of test, and results. Retesting required.
 - 7. Submit copies of documentation to the Anchorage School District.

1.11 EQUIPMENT START-UP

- A. Verify utilities, connections, and controls are complete and equipment is in operable condition as required by Section 01650.
- B. Observe start-up and adjustments; record time and date of start-up, and results.
- C. Observe equipment demonstrations to Owner; record times and additional information required for operation and maintenance manuals.

1.12 INSPECTION AND ACCEPTANCE OF EQUIPMENT

- A. Prior to inspection, verify that equipment is tested, operational, clean, and ready for operation.
- B. Assist the Anchorage School District with review. Prepare list of items to be completed and corrected.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

FIELD ENGINEERING

PART 1. GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Provide and pay for field engineering services required for project, i.e., civil, structural, or other professional engineering services required to execute Contractor's construction methods.

1.02 RELATED REQUIREMENTS

- A. Conditions of the contract.
- B. Section 01010: Summary of Work.
- C. Section 01700: Project Close-out.

1.03 QUALIFICATIONS OF SURVEYOR AND ENGINEER

- A. Provide Qualified Professional Engineer and Registered Land Surveyor with current Alaska license and acceptable to Contractor and Owner.

1.04 SURVEY REFERENCE POINTS

- A. Locate and protect bench marks, monuments, and other control points prior to starting site work, preserve all permanent points during construction.
 - 1. Make no changes or relocations without prior written notice to Project Manager.
 - 2. Report to Project Manager when any reference point is lost, destroyed or required relocation because of necessary changes in grades or locations.
 - 3. Require surveyor to replace project control points which may be lost or destroyed and establish replacements based on original survey control.

1.05 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two permanent bench marks on site, referenced to data established by survey control points.
- B. Record locations, with horizontal and vertical data, on Project Record Documents.
- C. Establish and identify lines, levels, contours, and datum by instrumentation or similar appropriate means for:
 - 1. Stakes for grading, fill, and topsoil placement.
 - 2. Utility slopes and invert elevations.
 - 3. Batter boards for structures.
 - 4. Building foundation, column locations, and floor levels.
 - 5. Controlling lines and levels required for mechanical and electrical trades.
- D. From time to time, verify layouts by same methods.

1.06 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.

1.07 SUBMITTALS

- A. Submit name and address of Surveyor and Professional Engineer to Project Manager.
- B. On request of Project Manager, submit documentations to verify accuracy of field engineering work.
- C. Submit certificate signed by Registered Engineer and Surveyor certifying that elevations and locations of improvements are in conformance with Contract Documents in the form of an "As-Built" survey.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

REGULATORY REQUIREMENTS

PART 1. GENERAL

1.01 BUILDING CODES

- A. Construction which is not governed by a local building code or the Contract Specifications will be governed by the more stringent provisions of the latest published edition of Statute adopted edition with MOA local amendments, of the following applicable codes and regulations:

1. International Building Code (IBC)
2. International Existing Building Code (IEBC)
3. International Energy Conservation Code (IECC)
4. International Fuel Gas Code (IFGC)
5. International Mechanical Code (IMC)
6. International Fire Code (IFC)
7. National Electrical Code (NEC)
8. Uniform Plumbing Code (UPC)
9. ASHRAE 90-75 as applicable to Alaska
10. National Fire Code, Volumes 1-10
11. National Electrical Safety Code
12. NFPA Life Safety Code
13. NFPA National Fire Code
14. ADA Guidelines
15. Accessible and Useable Buildings and Facilities (ICC/ANSI A117.1)

1.02 APPLICABLE STANDARDS

- A. Where indicated, comply with the requirements and recommendations of the standards and other publications, except to the extent more detailed or more stringent requirements are indicated, including those of applicable codes and governing regulations.
- B. Where two or more standards or recommendations of trade associations apply to the same quality control requirement for the work, comply with the most stringent. Refer uncertain instances to the Project Manager for a decision.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

ABBREVIATIONS AND DEFINITIONS

PART 1. GENERAL

1.01 ABBREVIATIONS

- A. References in the contract documents to publications and recommendations by either name or abbreviation thereof include but are not necessarily limited to the following trade associations, technical societies, government agencies, recognized authorities and standards.

AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	The Associated General Contractors of America
AI	The Asphalt Institute
AIA	The American Institute of Architects
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APA	American Plywood Association
ASAH	American Society of Architectural Hardware Consultants
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWPB	American Wood-Preservers' Bureau
AWS	American Welding Society, Inc.
CPSC	Consumer Product Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard of NBS (U.S. Department of Commerce)
CSI	The Construction Specifications Institute, Inc.
EPA	Environmental Protection Agency
FM	Factory Mutual Engineering Corp.
FGMA	Flat Glass Marketing Association
FS	Federal Specification (General Services Administration)
GA	Gypsum Association
HPMA	Hardwood Plywood Manufacturers Association
IBC	International Building Code
MFMA	Maple Flooring Manufacturers Association
MLMA	Metal Lath/Manufacturers Association
NAAMM	The National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NBHA	National Builders Hardware Association
NBS	National Bureau of Standards (U.S. Department of Commerce)
NEC	National Electrical Code by NFPA
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
N.F.P.A.	National Forest Products Association
NRCA	National Roofing Contractors Association

NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association, Inc.
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
RIS	Redwood Inspection Service (Grading Rules)
SDI	Steel Deck Institute
S.D.I.	Steel Door Institute
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association, Inc.
SPR	Simplified Practice Recommendation of NBS
SSPC	Steel Structures Painting Council
TCA	Tile Council of America, Inc.
UL	Underwriters' Laboratories, Inc.
WCLA	West Coast Lumbermen's Association
WCLB	West Coast Lumber Inspection Bureau (Grading Rules)
WRI	Wire Reinforcing Institute
WWPA	Western Wood Products Association (Grading Rules)
W.W. P.A.	Woven Wire Products Association

- B. Refer to individual sections for other names and abbreviations of trade associations and standards applicable to specific portions of the work. In particular, refer to Divisions 23 and 26 for names and abbreviations applicable to mechanical and electrical work.

1.02 SPECIFICATION EXPLANATION

- A. The specifications are divided into divisions and sections for the convenience of writing and using. The titles of these are not intended to imply a particular meaning nor to fully describe the work of each division or section, nor to define the limits of any subcontract.
- B. These specifications are of the abbreviated, or "streamlined" type, and may include incomplete sentences.
- C. Omissions of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as noted on the drawings", "according to the plans", "a", "an", "the", and "all" are intentional.
- D. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings.

1.03 DEFINITIONS

- A. Certain terms used generally throughout the specifications (and drawings) are hereby defined as follows:
 1. Indicated: A cross reference to details, notes or schedules on the drawings, other paragraphs or schedules in the specifications, and similar means of recording requirements in the contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader accomplish the cross reference, and no limitation of location is intended except as specifically noted.
 2. Installer: The person or entity engaged by the Contractor or his Subcontractor or Sub-subcontractor for the performance of a particular unit or work at the project site, including installation, erection, application, and similar required operations. It

is a general requirement that installers be recognized experts in the work they are engaged to perform.

3. Furnish: Except as otherwise defined in greater detail, the term “furnish” is used to mean “...supply and delivery to the project site, ready for unpacking, assembly and installation...”.
4. Provide: Except to the extent further defined, the term “provide” means to furnish and install, complete and ready for the intended use.

1.04 DRAWINGS, DIMENSIONS AND MEASUREMENTS

- A. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other portions of the work.
- B. Wherever a detail is referenced and developed for a specific condition, same or similar detail shall apply to identical or similar conditions elsewhere on project even though not specifically referenced.
- C. Where the word “similar” occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.
- D. The figured dimensions on the drawings or notes indicating dimensions shall be used instead of measurements of the drawings by scale, and shall be strictly complied with.
- E. No scale measurements shall be used as a dimension to work with except on “full size” drawings not dimensioned.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

REFERENCED SPECIFICATIONS AND STANDARDS

PART 1. GENERAL

1.01 QUALITY ASSURANCE

- A. For products or workmanship specified by Referenced Specification or Standard, comply with requirements of the specification or standard, except when more rigid requirements are specified or are required by governing codes.
- B. Except where a specific date is specified, the date of the referenced specification standard is that in effect as of the bid date.
- C. Obtain a copy of all Referenced Specifications and Standards, and maintain at Jobsite during the specific work until Substantial Completion of the Project.

1.02 SCHEDULE OF REGULATORY AGENCY REFERENCES

- A. AASHTO American Association of State Highway and Trans. Officials
444 North Capitol Street, N.W.
Washington, DC 20001
- B. AAC Anchorage Administrative Code (and Local Amendments)
Municipality of Anchorage
4700 Elmore Rd
Anchorage, AK 99507
- C. ADA Americans with Disabilities Act
The Disabilities Rights Section
Civil Rights Division
P.O. Box 66738
Washington, DC 20035-6738
- D. ANSI American National Standards Institute
1430 Broadway
New York, NY 1018
- E. ASA American Standards Association
Now known as ANSI (See above)
- F. ASTM American Society for Testing Materials
1916 Race Street
Philadelphia, PA 19103
- G. ATBCB The U.S. Architectural and Transportation Barrier Compliance Board
Suite 1000, 131 F St. NW
Washington, DC 20004-1111
- H. CS Commercial Standards of the Commodities
Division of the Department of Commerce
Washington, DC 20006
- I. FM Factory Mutual Engineering and Research Corporation
P. O. Box 688
Norwood, MA 02062
- J. F.S. Federal Specifications of the United States General Services
Administration
Specifications and Consumer Information Distribution Section (WFSIS)

REFERENCED SPECIFICATIONS AND STANDARDS

Division 01
Section 01090

		Washington, DC 20407
K.	IBC	International Building Code published by the International Code Council (ICC) 4051 West Flossmoor Road Country Club Hills, IL 60478-5795
L.	IEBC	International Existing Building Code Published by ICC (See IBC above)
M.	ICC/ANSI A117.1-2003	Accessible and Usable Buildings and Facilities Published by ICC (See IBC above)
N.	IECC	International Energy Conservation Code Published by ICC (See IBC above)
O.	IFC	International Fire Code Published by ICC (See IBC above)
P.	IFGC	International Fuel Gas Code Published by ICC (See IBC above)
Q.	IMC	International Mechanical Code Published by ICC (See IBC above)
R.	MOA	Municipality of Anchorage MASS Specifications Public Works Dept. 4700 Elmore Rd Anchorage, AK 99507
S.	NBFU	National Bureau of Fire Underwriters 85 John Street New York, NY 10017
T.	NEC	National Electric Code published by the National Fire Protection Association (See NFPA below)
U.	NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
V.	PS	Product Standards of the Commodities Division of the Department of Commerce Washington, DC 20203
W.	UPC	Uniform Plumbing Code Published by IAPMO 5001 East Philadelphia Street Ontario, CA 91761-2816
X.	UL	Underwriter's Laboratories 333 Kingston Road Northbrook, IL 60062
Y.	State of AK	State of Alaska Amendment Fire and Life Safety Regulations Juneau, AK

1.03 TRADE ASSOCIATION REFERENCES

- A. See specific specification sections.

REFERENCED SPECIFICATIONS AND STANDARDS

Division 01
Section 01090

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

ALTERATION PROCEDURES

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

- A. Part of alteration work may expose portions of the building to the elements. During such periods Contractor shall take all necessary precautions to protect building elements to remain. Any damage due to negligence shall be repaired at no cost to the Owner.
- B. In addition to Cutting and Patching (Section 01045) and cut, move, or remove items as necessary to provide access or to allow alterations and new work to proceed. Include such items as:
 - 1. Repair or removal of hazardous or unsanitary conditions.
 - 2. Removal of abandoned items and items serving no useful purpose such as abandoned piping, conduit, and wiring.
 - 3. Removal of unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris such as rotted wood, rusted metals, and deteriorated concrete.
 - 4. Cleaning of surfaces, and removal of surface finishes as needed to install new work and finishes.

1.02 RELATED REQUIREMENTS

- A. Section 00700 and 00800 - General and Supplementary General Conditions.
- B. Section 01045 - Cutting and Patching.
- C. Section 01300 - Submittals.

1.03 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2. PRODUCTS

2.01 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in Product Sections; match existing Products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to specified condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work to match existing adjacent Work in texture and appearance.
- F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation for Project Manager review and approval.
- G. Where a change of plane of 1/8 inch or more occurs, submit recommendation for acceptable transition for Project Manager review and approval.
- H. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- I. Finish surfaces as specified in individual Product Sections.

PART 3. EXECUTION (NOT USED)

END OF SECTION

PROJECT MEETINGS

PART 1. GENERAL

1.01 DESCRIPTION

A. Work Included:

1. In general, project meetings will be held weekly at the job site in accordance with a mutually acceptable schedule. The Project Manager will conduct project meetings throughout the construction period.
2. The purpose of the project meetings is to enable orderly review of progress during construction and to provide for systematic discussion and analysis of problems that might arise between the Owner, Project Architect, Project Manager and/or Contractor relative to execution of the work.

B. Related Work described elsewhere:

1. The Contractor's relations with his subcontractors and material suppliers, and discussions relative thereto, are the Contractor's responsibility as described in the General Conditions and are not part of project meetings content.
2. Section 01400 describes the requirements for quality control meetings that will be held in addition to the requirements of this section.

1.02 AUTHORITY DESIGNATION

- A. Persons designated by the Contractor to attend and participate in project meetings shall have all required authority to commit the Contractor to solutions as agreed upon in the project meetings.

1.03 SUBMITTALS

A. Agenda Items:

To the maximum extent possible, advise the Project Manager forty-eight (48) hours in advance of the project meeting regarding all agenda items to be discussed, including tours in advance of the meeting.

1.04 AGENDA

A. Preconstruction Meeting

1. The Project Manager will conduct this meeting within fifteen (15) days after date of Notice to Proceed.
2. Location:
Anchorage School District
Capital Planning & Construction
1301 Labar Street
Anchorage, Alaska 99515
(907) 348-5190
3. Attendance:
 - a. ASD Construction Supervisor
 - b. ASD Project Manager
 - c. Architect and his Professional Consultants

- d. Contractor's Project Manager and Superintendent
 - e. Major Subcontractors, as appropriate
 - f. Major Suppliers, as appropriate
 - g. Others as appropriate
4. Agenda items will include, but not be limited to:
- a. Designation of responsible personnel
 - b. Distribution (by Contractor) and discussion of list of major Subcontractors and Suppliers with addresses and telephone numbers
 - c. Project coordination
 - d. Procedures and processing of:
 - (1) Field decisions
 - (2) Submittals
 - (3) Proposal requests
 - (4) RFI's Change Orders
 - (5) Applications for Payment
 - (6) Schedules and Reports
 - e. Discussion of initial Project Schedule
 - f. Critical work sequencing
 - g. Major equipment deliveries and priorities
 - h. Adequacy of Contract Documents distribution
 - i. Procedures for maintaining Record Documents
 - j. Use of premises:
 - (1) Office, work, and storage area
 - (2) Owner's requirements
 - k. Construction facilities, controls, and construction aids
 - l. Temporary utilities
 - m. Safety and first-aid procedures
 - n. Security procedures
 - o. Housekeeping procedures

B. Progress Meetings:

- 1. The Project Manager will conduct weekly meetings as required, at the Project Site to coordinate the work, answer questions, and resolve problems.
- 2. Meeting Agenda will include but not be limited to:
 - a. Attendees:
List of attendees and company they represent
 - b. Minutes Review:
Corrections, additions, and/or deletions to previous minutes
 - c. Outstanding Action Items:
Review of items not resolved from previous meeting
 - d. Submittal status
 - e. Request for Information status
 - f. Request for Proposal Status
 - g. Schedule Review:
 - h. Project job concerns
 - i. Next meeting
 - j. Summarize and Review of all Action Items:
- 3. All items to be discussed shall be addressed at the time scheduled on the agenda. All attendees shall familiarize themselves with the agenda and be prepared in advance with their items for discussion.

C. Special Meetings:

The Project Manager may call special meetings at the project site or the office of the Project Manager to coordinate the work, answer questions, and resolve problems.

1.05 MINUTES

- A. The Project Manager will compile minutes of each project meeting and will distribute copies to all interested parties within seven (7) calendar days after the meeting. Items in the minutes shall be numbered consecutively and grouped under divisions and sections. Each item shall be carried forward until resolved.
- B. The minutes compiled by the Project Manager will be the official record minutes and all clarifications and/or corrections shall be transmitted in writing to the Project Manager within fourteen (14) days of date of receipt of the minutes or unless noted during the next scheduled meeting under the appropriate agenda item. Transmitted corrections shall be legibly submitted on company letterhead.
- C. At least one (1) bound volume of all minutes shall be maintained by the Contractor in the job office until project completion.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

SUBMITTALS

PART 1. GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures
- B. Construction Progress Schedules
- C. Schedule of Values
- D. Shop Drawings
- E. Product Data
- F. Samples
- G. Manufacturer's Instructions
- H. Manufacturer's Certificates

1.02 RELATED REQUIREMENTS

- A. Section 01010 - Summary of Work
- B. Section 01311 - Project Schedule
- C. Section 01340 - Shop Drawings, Product Data and Samples
- D. Section 01370 - Schedule of Values
- E. Section 01400 - Quality Control
- F. Section 01630 - Substitution and Product Options
- G. Section 01700 - Project Close-out
- H. Section 01710 - Cleaning
- I. Section 01720 - Project Record Documents
- J. Section 01730 - Operation and Maintenance Data
- K. Section 01750 - Closeout Forms

1.03 PROCEDURES

- A. Deliver submittal documents to the Project Manager using the ASD Procore Construction Management Program. Number each submittal with the section number, dash, numerical order of the submittal, example 03300-1. Add an alpha to each resubmittal, example, 03300-1A. Deliver samples to the Project Manager or Architect as directed to the address listed on the cover of the project manual.

- B. Transmit each item with company submittal. Identify Project, Contractor, subcontractor, major supplier; identify pertinent Drawing sheet and detail number and specification section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Architect/Engineer review stamps.
- C. Submit initial progress schedules and schedule of values in duplicate prior to issuance of Notice to Proceed. After review by the Architect/Engineer, revise and resubmit as required. Submit revised schedules with each application for payment, reflecting changes since previous submittal.
- D. Comply with progress schedule for submittals related to work progress. Coordinate submittal of related items.
- E. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions. Review with subconsultants/suppliers any inability to meet requirements of project. Find solutions with subconsultants/suppliers making conformance with documents possible. Review solutions with owner and architect for acceptance prior to proceeding with work.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit Project Schedule as called for in Section 01311, Project Schedule.

1.05 SCHEDULE OF VALUES

- A. Submit Schedule of Values as called for in Section 01370, Schedule of Values.

1.06 SHOP DRAWINGS, PRODUCT DATA & SAMPLES

- A. Submit in the form as called for in Section 01340.

1.07 MANUFACTURERS' INSTRUCTIONS

- A. When required in individual specification section, submit manufacturers printed instructions for delivery, storage, assembly, installation adjusting and finishing, in quantities specified for product data.

1.08 FIELD SAMPLES

- A. Provide field samples of finishes at project site as required by individual specification sections. Install sample complete and finishes. Acceptable samples in place may be retained in completed work.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

PROJECT SCHEDULE

PART 1. GENERAL

1.01 GENERAL REQUIREMENTS

- A. The work under this Section consists of Project Schedule ("Schedule") requirements including the preparation of a Schedule and Schedule Revisions. The Schedule shall be developed by the Contractor and shall be in accordance with the requirements of this Section 01311. No direct payment will be made to the Contractor for performing and complying with the requirements of this Section 01311.
- B. The Schedule will be prepared by the Contractor for this Project and made available to the Owner. It is intended that the Schedule will reflect the Contractor's actual construction plan. The existence of schedules, networks, vector charts or any other charts or services, shall in no way relieve the Contractor of the responsibility of the Contract Document including, but not limited to the responsibility of completing the Work within the contract time and the responsibility of planning, scheduling and coordinating the Work.
- C. The Schedule shall be in the form of a bar chart or other format approved by the project manager.

1.02 REFERENCES

- A. Associated General Contractors of America, "Construction Planning & Scheduling," Copyright January 1994 (AGC's Manual), also referred to as AGC Publication No. 1107.1. The general principles stated in the AGC's Manual shall be used in preparing and updating the Project Schedule, except that the requirements of this Section shall govern.
- B. Related Requirements:
 - 1. Section 00700 and 00800 - General Conditions and Supplementary General Conditions of the Contract for Construction
 - 2. Section 00200 - Project Schedule Milestones Dates
 - 3. Section 01370 - Schedule of Values

PART 2. PRODUCTS

2.01 PROJECT SCHEDULE

- A. Within fourteen (14) calendar days following the Notice to Proceed, the Contractor shall submit for the Project Manager's review, comment and acceptance, a Project Schedule ("Schedule"). The Schedule shall show the activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project in accordance with the Project Schedule Milestone Dates set forth under Section 00200 of the Contract Documents. The Contractor shall submit two (2) prints of the Schedule, which shall be neatly organized and time scaled from left to right on 11 in. x 17 in. sheets, or 24 in. x 36 in. sheets, at the Contractor's discretion.
- B. Within five (5) calendar days of receipt of the Schedule, the Project Manager shall meet face to face with the Contractor to review the plan and to determine if there are any concerns regarding the Contractor's plan to execute the work. If a resubmittal of the Schedule is required by the Project Manager, the Contractor shall revise and resubmit the Schedule incorporating the Project Manager's comments within seven (7) calendar days after this review meeting. Progress payments will be withheld until the Contractor submits

an approvable Schedule.

- C. Revisions to the Schedule shall be done in accordance with paragraph 2.02.

2.02 PROJECT SCHEDULE REVISIONS

- A. Should the Contractor, after acceptance of the Schedule, desire to change his plan of construction, he shall submit his proposed revisions to the Project Manager, along with a written rationale for the revisions. Only the requested changes accepted by the Project Manager will be incorporated into the Schedule in the next reporting period.

2.03 TIME IMPACT ANALYSIS FOR CONTRACT MODIFICATIONS, CHANGES OR DELAYS

- A. If the Contractor believes that a change under Article 12 Paragraph 12.1 causes an increase or decrease in the Contractor's time for completing the Work, he shall complete a Time Impact Analysis that demonstrates how the Contractor proposes to incorporate or has incorporated the Change into the Schedule and the time impact, if any, on the Schedule Milestone Dates set forth under Section 00200 of the Contract Documents.
 - 1. The Time Impact Analysis shall demonstrate the time impact based upon the date the Change in Work is directed by the Project Manager; the status of construction at that point in time; and the event time computations of all affected activities. The event times used in the Time Impact Analysis shall be those set forth in the update of the Schedule in effect at the time the Change in Work is directed by the Project Manager.
 - 2. The Time Impact Analysis is based on an "as-planned" to "as-built" comparison of the event times. In developing an as-built schedule of performance, the Contractor shall utilize actual daily performance data from Schedule Updates and the Contractor's daily construction reports to graphically depict the sequence and manner in which the Contractor actually performed the Work under the Contract.
- B. Activity delays shall not automatically mean that an extension of the Contract Time is warranted or due the Contractor. It is possible that a modification, change or delay will not affect projected or as-built critical activities or cause non-critical activities to become critical. A modification, change or delay may result in only absorbing a portion of the available total float that may exist within an activity chain of the Schedule, thereby not causing any effect on the Contract Time.
- C. Each Time Impact Analysis shall be submitted as follows:
 - 1. Within fourteen (14) calendar days after receipt of a written order designated or indicated to be a change in accordance with Article 12, Changes in the Work;
 - 2. Within fourteen (14) calendar days after the furnishing of written notice by the Contractor;
 - 3. Within fourteen (14) calendar days from the commencement of a delay related to unforeseeable conditions; provided the Contractor complies with the requirements of the Contract Documents regarding said condition.
- D. In cases where the Contractor does not submit a written request for extension of time and Time Impact Analysis within the time stated above in Paragraph 2.03, it is mutually agreed that the Change in the Work does not require an extension of the Contract Time.
- E. Acceptance or rejection of each Time Impact Analysis which requests an extension of the Contract Time shall be made by the Project Manager within fourteen (14) calendar days after receipt of each Time Impact Analysis, unless subsequent meetings and negotiations

are necessary. Upon acceptance, the Time Impact Analysis shall be incorporated into the Schedule.

- F. Time Impact Analysis related to requests for an extension of the Contract Time and/or Change Order work shall be incorporated into and attached to the applicable Change Order(s).
- G. No revision to any Schedule Milestone Date or contractually mandated schedule provisions will be permitted without authorization from the Project Manager.

2.04 COMPLIANCE WITH THE SCHEDULE

- A. The Contractor shall furnish sufficient labor and equipment resources, offices, and facilities, and shall work such hours, including night shift and overtime operations as necessary, to ensure the prosecution of the Work in accordance with the Schedule. If the Contractor falls behind in meeting the Schedule, the Contractor shall take such steps as may be necessary to improve its progress. If the Contractor fails to take such steps, the Project Manager may require the Contractor to increase the hours of work, the number of shifts, overtime operations, the number of workers and/or the amount of construction plant and equipment without additional cost to the Owner. The provisions of this subsection shall not be construed as prohibiting work on Saturdays, Sundays, and holidays, if the Contractor so elects and gives 24 hours' notice to the Project Manager.
- B. Failure of the Contractor to comply with the requirements of this Subsection 2.04 shall be a basis for determination by the Project Manager that the Contractor is not prosecuting the Work with such diligence as will ensure completion of the Work in accordance with the requirements of the Contract Documents. Upon such determination, the Project Manager may terminate the Contractor's right to proceed with the Work or any separable part thereof, in accordance with the clause entitled "Termination of Contract" of the Contract Documents, or may take such other actions as he may deem appropriate.

PART 3. EXECUTION (NOT USED)

END OF SECTION

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1. GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 DESCRIPTION

- A. Prepare and submit to the Project Manager with the Construction Schedule, a separate schedule listing dates for submission and of review for shop drawings, product data, and samples, refer to General Conditions 4.12.13.1. Include installing Subcontractors name responsible for that portion of the Work
- B. Submit Shop Drawings, Product Data, and Samples as may be required, whether mentioned specifically in Contract Documents or not.
- C. Individual submittals shall not include material covering more than one section of the specifications.
- D. Products fabricated and/or installed prior to approval of submittals are subject to demand for removal and replacement with approved products by the Contractor at no additional cost to the Owner.
- E. Shop drawing submittal cannot be used for product substitution submittal. See Section 01630 for required procedure.

1.03 RELATED REQUIREMENTS

- A. Section 01311: Project Schedule
- B. Section 01630: Substitution and Product Options
- C. Section 01720: Project Record Documents

1.04 SHOP DRAWINGS

- A. Prepare original drawings (by Contractor, subcontractor, manufacturer, supplier, or distributor), which illustrate some portion of the work; showing fabrication, layout, setting or erection details.
- B. Prepare shop drawings for this particular project. Drawings prepared for other projects and revised for this project will be rejected.
- C. When necessary, base shop and setting drawings upon actual measurements taken at site and other job conditions. Show any variations and revisions to Contract Documents that are necessary for proper installation of work. Fabrication or installation of work shall not be started until shop or setting drawings have been reviewed and returned by Architect, with his stamp and comments.
- D. Identify details by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.

- E. Minimum sheet size: 8 ½" x 11". Note: Submit full-size sheet submittals. Use of 8 ½" x 11" format subject to readability and approval of architect.

1.05 PRODUCT DATA

- A. Manufacturer's standard schematic drawings:
1. Modify drawings to delete information which is not applicable to project.
 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.
1. Clearly mark each copy and identify pertinent materials, products or models.
 2. Show dimensions and clearances required.
 3. Show performance characteristics and capacities.
 4. Show wiring diagrams and controls.
 5. Catalog cuts and descriptive data sheets shall include a complete listing of repair and replacement parts for all equipment and the name and address of a source of supply for parts and service.

1.06 SAMPLES

- A. Physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed work is judged.
- B. Office Samples: Of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 2. Full range of color, texture and pattern.
- C. Field Samples and Mock-Ups:
1. Erect at project site at location acceptable to Project Manager.
 2. Construct each sample or mock-up complete, including work of all trades required in finished work.
 3. After review, samples may be used in construction of Project.

1.07 SUBMITTAL REQUIREMENTS

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for review, for securing necessary approvals, for possible revision and resubmittals and for placing orders and securing delivery. Submission of all shop drawings shall be through the General Contractor.
- B. The contractor shall allow at least 14 days for review of original submittals or resubmittals except as follows:
1. Structural steel shop drawings shall be broken down into separate submittal packages for most efficient review and delivered at least two weeks apart.
 2. Division 23
 - a. Plumbing shop drawings - 21 days
 - b. Heating shop drawings - 21 days
 - c. Ventilation shop drawings - 28 days
 - d. Coordination shop drawings - 21 days

3. Division 26
 - a. Special Systems shop drawings - 21 days
- C. Submit one (1) reproducible unfolded transparency print of shop drawing. Upon Architects approval, Contractor shall provide five (5) opaque prints for owners use. Transparency will be returned to Contractor for printing and distribution as needed. Additional copies will be returned without review or mark-ups.
- D. Submit four (4) each of samples.
- E. Unless otherwise specifically permitted by the Project Manager, make all submittals in groups containing all associated items. Partial submittals may be rejected.
- F. Accompany submittals with transmittal letter, in duplicate, containing:
 1. Date
 2. Project Title and number
 3. Contractor's name and address
 4. The number of each shop drawing, product data and sample submitted
- G. Submittals shall include:
 1. Date and revision dates
 2. Project title and number
 3. The name of:
 - a. Architect
 - b. Contractor
 - c. Subcontractor
 - d. Supplier
 - e. Manufacturer
 - f. Separate detailer when pertinent
 4. Identification of product or material
 5. Relation to adjacent structure or materials
 6. Field dimensions, clearly identified as such
 7. Specification section number
 8. Applicable standards, such as ASTM number or Federal Specifications.
 9. A blank space, for Architect's review stamp

1.08 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings, product data, and samples prior to submission.
- B. Include noted and required corrections and indicate by stamp and signature that submittal is acceptable to Contractor. Submittals without stamp and signature will be rejected.
- C. Verify:
 1. Field measurements.
 2. Field Construction criteria.
 3. Conformance with specifications.
- D. Coordinate each submittal with requirements of work and Contract Documents.
- E. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect's review and approval.

- F. Contractor's deviations in submittal requirements shall not relieve Contractor from completing Contract requirements.
- G. The submittal documents shall be transmitted using the ASD Procore Construction Management Program. Number the submittals with the CSI Section then a dash then the numerical order (01650-1). Resubmittals shall have the same number with an alpha at the end. (01650-1A).
- H. Contractor shall update the Procore Submittal Log on a weekly basis until Submittal Process is complete.

1.09 RESUBMITTAL REQUIREMENTS

- A. Revise initial drawings as required and resubmit as specified for initial submittal.
- B. Indicate on drawings any changes which have been made other than those requested by the Architect.
- C. Project data and samples: Submit new data and samples as required for initial submittal.

1.10 ARCHITECT'S DUTIES

- A. Review submittals with a turn-around time for review of original or resubmittal of no more than fourteen (14) calendar days, except as indicated in paragraph 1.07 B above.
- B. The review will be for conformance to the design concept and compliance with information given in the Contract Document. The Architect will make notations directly on the reproducible.
- C. The review is intended to foresee unacceptable products to avoid the possibility of their rejection at the site. The review shall not be construed as:
 - 1. Permitting a departure from the Contract Documents, unless specifically so noted.
 - 2. Relieving the Contractor of the responsibility for errors or omissions.
 - 3. Acceptance of an assembly in which an approved item is a part.
 - 4. Approval of variations from previously approved items.
 - 5. Approval of dimensions.
- D. The Architect will review all samples. Such review will be for appearance only. Compliance with all other requirements is the responsibility of the Contractor.
- E. Affix stamps and initials or signatures certifying the review of submittal.
- F. Where the Contract Documents require the design of the structural, mechanical, or electrical systems or components of systems by a supplier, such systems or components shall be designed by a registered professional engineer and all calculations submitted to the Architect for his records, prior to starting fabrication or installation of the work. The Architect will not be responsible for the designs of such other Professionals.

1.11 VARIATIONS FROM CONTRACT DOCUMENTS

- A. See Section 01630 for procedure.
- B. If the Contractor fails to mention variations from the Contract Documents, he will not be relieved of the responsibility for executing the work in accordance with the Contract

Documents.

1.12 SUBMITTALS FOR COLOR SELECTION

- A. The Contractor shall take particular note that color selections cannot be made for the project until such time as all items requiring color selection have been submitted. After such submittal has been made, the Architect with Owner's concurrence will within fourteen (14) days, make a complete color selection for the entire project.
- B. It will be the contractor's responsibility to review the Contract Documents completely to determine items requiring color selection, obtain color samples from the manufacturer and submit to the Architect at the earliest possible date.

1.13 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Contractor shall distribute copies of shop drawings and product data which carry Architect's stamp, to:
 - 1. Contractor's file (required)
 - 2. Job-site file (required)
 - 3. Record Documents file (required)
 - 4. Other prime Contractors (as required)
 - 5. Subcontractors (as required)
 - 6. Supplier (as required)
 - 7. Fabricator (as required)
 - 8. Others (as required)

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

AIRBORNE CONTAMINANT CONTROL

PART 1. GENERAL

1.01 SUMMARY:

A. Related sections:

1. Section 02 26 00 Hazardous Materials Assessment
2. Section 02 41 19 Selective Demolition
3. Section 02 81 00 Hazardous Materials – Summary of Requirements

B. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.

1.02 DEFINITIONS:

A. "Airborne Contaminants" are those contaminants listed in 29 CFR 1926.55 and 8 AAC 61.1100 that have the potential to become airborne due to various work activities being performed by the Contractor. Additionally, airborne contaminants include those fumes and odors that may be objectionable to personnel in Occupied Areas of the facility even though they are not listed in the reference regulations. Airborne contaminants may be broadly categorized as Pre-Existing or Activity Generated. Contaminant producing activities include, but are not limited to:

1. Demolition, removal, installation and disposal of walls, floors, ceilings, steel, and other architectural or structural materials.
2. Disturbance or removal of existing settled and concealed dusts.
3. Demolition, relocation, installation and disposal of plumbing, mechanical and electrical systems and equipment.
4. Finish operations such as sanding, preparation, painting, and application of special surface coatings.
5. Any construction activity, which can generate aerosols, dust, smoke, or fumes.
6. Temporary heat sources.
7. Other on-site work operations not described above.

B. "Pre-Existing Contaminants" are those contaminants that are present in the facility prior to the start of any work. These contaminants, including asbestos and lead, are also present in settled and concealed dust throughout the building in areas not subject to routine cleaning, including the roof and inside and on top of architectural, mechanical, electrical and structural elements. The dust generally contains several common components including, but not limited to asbestos, cellulose, cotton, fiberglass, lead, silica and other Particulates Not Otherwise Regulated. Representative dusts throughout the facility have been examined and sampled by an EPA Certified Building Inspector and determined not to be "asbestos debris" from adjacent "Asbestos-Containing Building Materials" (ACBM). The inspector also determined that the dusts do not contain more than one percent (1%) asbestos by weight, and therefore are not an asbestos-containing material (ACM). Reference 40 CFR 763.83 for asbestos, and 29 CFR 1926.1153 for silica. Refer to Section 02 26 00, Hazardous Materials Assessment. Dust and debris related to adjacent damaged asbestos containing materials are addressed in Section 02 81 00 Hazardous Materials – Summary of Requirements.

- C. "Activity Generated Contaminants" are those contaminants generated by the various demolition or construction related activities of the Contractor. Examples of typical Activity Generated Contaminants include wood dust (cellulose), cement dust (silica), gypsum dust (particulates not otherwise regulated), paint fumes, and welding fumes. A complete list of regulated air contaminants is available in 29 CFR 1926.55 and 8 AAC 61.1100.
- D. "Work Areas": Areas of demolition, renovation, construction, adjacent staging and storage areas, and passage areas for workers, supplies, and waste. This may include but is not limited to attic spaces, spaces above ceilings, crawl spaces, mechanical and electrical spaces, confined spaces and other spaces not normally accessed or occupied.
- E. "Occupied Areas": Areas as determined by Owner's Representative and as shown on contract drawings. Typically these include areas adjacent to Work Areas or containment areas, either occupied or used for passage, as well as areas connected to construction area by mechanical system air intake, exhaust, and ductwork. Contaminant control procedures may be relaxed during periods when school is not in session as allowed by the Contractor's approved work plan.
- F. "Critical Clean Areas": Areas inside or outside the Work Area with equipment or occupants that cannot tolerate airborne contamination, and are to be maintained under positive pressure by High-Efficiency, Particulate, Air (HEPA) filtered equipment relative to the surrounding air. These areas will be described or shown in contract documents or drawings.
- G. "Contractor" is defined to include all trades and all subcontractors performing work on the work site.
- H. "Negative Initial Determination" is a determination made either through air monitoring or other objective data that indicates worker exposure to regulated airborne contaminants are below or expected to be below the regulated limits.

1.03 AIRBORNE CONTAMINANT CONTROL

- A. There is no requirement to remove Pre-Existing Contaminants from the facility. The Contractor may remove Pre-Existing Contaminants from their work areas if they determine that to be a more cost effective means of completing the work.
- B. The Contractors shall establish and maintain control over the generation and containment of all potential airborne contaminants so that workers, facilities, students, staff, educational programs, equipment, and operations are not adversely affected, including adverse effects on air monitoring. Construction activities that disturb existing materials or create airborne contaminants must be conducted in Work Areas specifically constructed, ventilated, and/or equipped to prevent the movement of contaminants into Occupied or Critical Clean Areas.
- C. The Contractor shall establish and maintain control over Activity Generated Contaminants within the Work Area to prevent abnormally high levels of airborne contaminants from settling on architectural, mechanical, electrical or structural components within the work areas, or interference with monitoring conducted for other work. The Contractor shall be required to clean all surfaces within a work area where abnormally high levels of Activity Generated Contaminants are deposited.
- D. The Contractor shall ensure that all workers are aware of the Occupied and Critical Clean Areas, the potential air contaminants present and the means and methods established in the work plan to control those contaminants.
- E. The Contractor shall ensure workers have the proper protective equipment needed for the job being performed.

1.04 TRAINING

- A. The Contractor shall ensure that all workers/trades performing work on the project site are trained in accordance with OSHA standards for hazard communication (29 CFR 1910.1200) and proper protective equipment (29 CFR 1926), as well as engineering controls and work methods required to prevent exposure to regulated air contaminants that might be generated or encountered as a results of their work, including 29 CFR 1926.1153.

1.05 RESPONSIBILITY:

- A. Owner's Responsibilities
 - 1. The Owner shall identify in contract documents Occupied Areas and Critical Clean Areas prior to allowing the Contractor to begin work. The Contractor shall be notified of all changes to these areas as work progresses.
- B. Contractor's Responsibilities:
 - 1. Preparing proposed work plans and procedures for control of airborne contaminants during demolition and construction.
 - 2. Identifying and implementing specific means and methods of achieving and maintaining control of airborne contaminants.
 - 3. Controlling the generation and spread of airborne contaminants from the Contractor's Work Areas.
 - 4. Cleaning and decontaminating all areas contaminated as the result of their operation. The Owner has the right to review and approve of any and all clean-up and decontamination procedures, chemicals, and processes.
 - 5. Notifying Owner's Representative a minimum of 48 hours prior to starting construction activities that might be expected to produce excess levels of airborne contaminants in Work Area so that precautions may be taken.

1.06 SUBMITTALS:

- A. Submittals Required: Submit the following documentation to the Owner for approval. The submittal shall be coordinated with all the Contractor's subcontractors and trades and be submitted as one submittal for all work covered by this section. **WORK SHALL NOT PROCEED UNTIL THE SUBMITTAL PACKAGE IS APPROVED, AND THE PRE-CONSTRUCTION MEETING HAS BEEN HELD.**
 - 1. Shop Drawings: Make all shop drawings accurately and to a scale sufficiently large to show all pertinent features of the work. Shop Drawings shall show:
 - a. Boundaries of each Work Area, Occupied Areas and Critical Clean Areas.
 - b. Location of barriers, negative pressure areas, positive pressure areas, and exhaust fan units (if required).
 - c. Locations of windows, louvers, ducts and other penetrations into Occupied Areas and/or Critical Clean Areas that need to be protected from airborne contamination.
 - d. Disposal Routes.
 - e. Locations of contaminant producing operations like painting or sanding which could be moved away from Occupied Areas.
 - 2. Work Plan: The Work Plan shall be prepared for this specific job in the form of checklists and shall include:
 - a. Work area set-up and protection procedures during occupied times.
 - b. Work area set-up and protection procedures during periods of limited occupancy (vacation and holidays).
 - c. Work procedures to minimize generation of airborne contaminants, including a written exposure control plan.
 - d. Worker protection procedures.

- e. Daily cleanup procedures and activities.
 - f. Procedures to follow if air contaminants enter Occupied or Critical Clean Areas.
 - g. Exposure assessment procedures if a "negative initial determination" has not been completed (note that negative initial determinations are not allowed related to silica exposure). A record of "negative initial determinations" shall be maintained by the Contractor and be available on the job site for review by the Owner or regulatory agencies.
3. Safety Data Sheets (SDSs): The Contractor shall maintain on the job site, at a location approved by the owner, SDSs for each encapsulant, surfactant, solvent, detergent, and other material proposed to be used.
- B. Monitoring Results: The Contractor shall submit copies of all air monitoring and testing results to the Owner within 24 hours of receipt of results.

1.07 WORKER PROTECTION:

- A. The Contractor shall review the SDS's for the substances that will be used, data provided by these specifications, proposed means and methods, manufacturers data and other available data to determine the potential for worker exposure.
- B. Conduct air monitoring of worker exposures as necessary to show that workers are not being exposed above the permissible exposure limits established by 29 CFR 1926 and 8 AAC 61.1100 (negative initial determination). Not all contaminants or substances will require exposure monitoring. All sampling by the Contractor shall be at their own cost.
- C. In lieu of worker exposure monitoring, the Contractor may rely on objective data from recognized trade groups, manufacturer or previous exposure monitoring data that establish that worker exposure above the permissible exposure limits is not probable under conditions "closely resembling" the processes, types of materials, control methods, work practices and environmental conditions in the current job.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION

3.01 WORK PRACTICES:

- A. General: All construction/demolition work shall be isolated, either by enclosures, and/or work practices and equipment to prevent worker exposures above the permissible exposure limit(s), and prevent the migration of contaminants (dust, fumes, smoke, etc.) into Occupied Areas and Critical Clean Areas of the facility. Exposures to occupants shall be maintained at least 10 times lower than the permissible exposure limit(s) for airborne contaminants. Conduct disturbance of concrete, brick, stone, mortar, etc. in accordance with 29 CFR 1926.1153 related to crystalline silica. If the Contractor's work practices are not effective in controlling airborne contaminants, as evidenced by dust, fumes, smoke, odors, etc. in Occupied or Critical Clean Areas, the Contractor shall provide a sealed barrier at the perimeter of the work area and exhaust the work area to maintain a negative pressure and/or provide a filtered positive pressure to Critical Clean and Occupied areas to keep airborne contaminants out. Maintain a positive pressure of 0.05 inches of water column relative to the air outside the Critical Clean Areas, with a minimum 100 feet per minute velocity through cracks, openings, etc.
- B. Direct exhaust from fume or smoke producing equipment away from building air intakes, windows and other penetrations into Occupied and Critical Clean Areas.
- C. The Contractor shall provide "walk-off" mats, at all connections between Work Areas and Occupied Areas, vacuumed or changed daily when there is traffic between the Work Area and the Occupied Areas.

- D. Enclosures, where used, shall be dust tight and withstand air pressure.
- E. Prohibited Materials: The use or application of the following materials is prohibited:
 - 1. All cleaners and aerosol products not submitted and approved by the Owner.
 - 2. All flammable or chlorinated hydrocarbon solvents, unless approved by the Owner.
- F. Any dust or debris tracked outside of Work Areas into Occupied Areas shall be cleaned up immediately. Contractor shall have the necessary manpower and equipment (dust and wet mops, HEPA vacuums, buckets and clean wiping rags) to keep adjacent Occupied Areas clean at all times.
- G. Dry Sweeping is prohibited. All vacuums used for cleaning shall be equipped with HEPA filters.
- H. Traffic between Work Areas and Occupied Areas shall be kept to a minimum. Keep doors between such areas closed at all times. Transport refuse through Occupied Areas in covered containers.
- I. Notify the Owner's Representative immediately of any release of airborne contaminants into Occupied Areas.

3.02 ENFORCEMENT:

- A. The Contractor shall periodically inspect Occupied Areas at the perimeter of the work area and Critical Clean Areas to verify that airborne contaminants have not spread into those areas.
- B. Failure to properly maintain airborne contaminant control in Work Areas, Occupied or Critical Clean Areas will result in issuance of a written warning. If the problem is not corrected immediately, the Owner will have cause to stop work.
- C. Failure of the Contractor to correct deficiencies in controlling airborne contaminants will result in corrective action taken by the Owner and deduction of all costs from the Contract.

3.03 WORK STOPPAGE:

- A. The Contractor shall stop work and notify the Owner whenever their work has caused visible dust, smoke, fumes or objectionable odors in Occupied or Critical Clean Areas.
- B. When such work stoppage occurs, the area shall be restored to its original condition by the Contractor at no expense to the Owner. The Contractor is responsible for removing dust, fumes and debris that were generated as a result of their work.

3.04 WORK COMPLETION:

- A. Provide thorough cleaning of finished surfaces that become exposed to dust or other airborne contaminants. Cleaning of Pre-Existing contaminants is not required.
- B. Removal of construction barriers and airborne contaminant control equipment shall be performed in a manner to minimize disturbance of airborne contaminants into occupied spaces. HEPA vacuum and clean all finished surfaces free of dust after the removal of barriers and equipment.

END OF SECTION

SCHEDULE OF VALUES

PART 1. GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Schedule of Values.

1.03 RELATED REQUIREMENTS

- A. Section 00700 - General Conditions and Section 00800 Supplementary General Conditions of the Contract for Construction.
- B. Section 01311 – Project Schedule.

1.04 FORMAT

- A. Schedule of Values shall be submitted on ASD Form 100B.

1.05 CONTENT

- A. List installed value of each major item of work and each subcontracted item of work as a separate line item to serve as a basis for computing values for progress payments. Round off values to nearest dollar.
- B. For each major subcontract, list products and operations of that subcontract as separate line items.
- C. Include work allowances within line item of work.
- D. Coordinate listings with progress schedule.
- E. Component listings shall each include a directly proportional amount of Contractor's overhead and profit.
- F. For items on which payments will be requested for stored products, list the cost of stored products.
- G. The sum of values listed shall equal total contract sum.
- H. In addition to the above, values shall be listed for the following close out items.
 - 1. As-builts.
 - 2. O & M Manuals.
 - 3. Warranties.
 - 4. Landscape Maintenance Warranty.
 - 5. Owner Training.
 - 6. Demobilization (If mobilization is itemized).
 - 7. Project close-out must retain a minimum of \$25,000.00.

1.06 SUBMITTAL

- A. Transmit under transmittal letter. Identify project by title and contract number.

1.07 SUBSTANTIATING DATA

- A. When the Project Manager requires substantiating information, submit data justifying line item amounts in question.
- B. Provide one copy of data with cover letter for each copy of application. Show application

SCHEDULE OF VALUES

Division 01

Section 01370

number, date and line item by number and description.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

CONSTRUCTION PHOTOGRAPHS

PART 1. GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Construction Photographs.
- B. Submittals.

1.02 RELATED REQUIREMENTS

- A. Section 01720 - Project Record Documents

1.03 PHOTOGRAPHY

- A. Provide photographs of construction throughout progress of work.
- B. Take photographs prior to covering completed work.
- C. Take photographs at beginning and completion of elements of construction.
 - 1. Asbestos Abatement process indicating the phases of abatement including:
 - a. Existing Conditions
 - b. Preparation Prior to Start of Work
 - c. Work in Progress
 - d. Completed Work
 - e. Equipment used for Abatement Processes
 - 2. Roof demolition
 - a. Repairs
 - b. Documentation of interim building protection measures
 - c. Work in Progress
 - d. Completed work
 - e. Include roof designation and locations
 - 3. Air infiltration and/or vapor barrier installation
 - 4. Insulation installation
 - 5. Final completion.
- D. The Contractor, on a daily basis, shall photograph the demolition and abatement process. For their own use and distribution, the Project Manager shall on a regular basis, direct photographs and/or video recordings of construction operations and work in progress.

1.04 IMAGES

- A. Digital images to be uploaded to the ASD Procore Construction Management Program Project Folder daily.
- B. Photo file name to include location, item photographed and orientation of view.

1.05 TECHNIQUE

- A. Provide factual presentation.
- B. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field and minimum distortion.
- C. The Contractor shall furnish access, labor and facilities to assist photographer(s). Photographs shall be taken with a Digital type camera with flash attachment in working order.
 - 1. Furnish the Project Manager with a quantity equal to minimum ten (10) photographs per work area per day ISO appropriate to lighting conditions.

1.06 VIEWS

- A. Consult with Project Manager for instructions on views required.
- B. Locations of photos. It is preferred to have similar angles and locations of existing conditions, in progress and complete photos.

1.07 SUBMITTALS

- A. All photos to be loaded in Procore and labelled.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

QUALITY CONTROL

PART 1. GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 00700 - General Conditions and Section 00800 – Supplementary General Conditions to the Contract for Construction.
- B. Section 01090 - Referenced Specifications and Standards.
- C. Section 01300 - Submittals.
- D. Section 01410 - Testing Laboratory Services.
- E. Section 01420 - Special Inspections

1.02 GENERAL REQUIREMENTS

- A. The contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with this section. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence.

1.03 QUALITY CONTROL PLAN

- A. The Contractor shall furnish for review by the Owner, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of this section. The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used.
 - 1. Content of the CQC Plan: The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:
 - a. A description of the quality control organization, including the name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function, including the person assigned responsibility of CQC manager.
 - b. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Owner.)
 - c. Procedures for tracking preparatory and follow-up control phases, verification, and acceptance tests, including documentation.
 - d. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
 - e. Reporting procedures, including proposed reporting formats.
 - f. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section.

2. Acceptance of Plan: Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Owner reserves the right to require the Contractor to make changes in the CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.
3. Notification of Changes: After acceptance of the CQC Plan, the Contractor shall notify the Owner in writing of any proposed change. Proposed changes are subject to acceptance.

1.04 COORDINATION MEETING

- A. After the Preconstruction Conference and before start of construction, the Contractor shall meet with the Project Manager to discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 15 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship with the Owner's special inspection personnel. Minutes of the meeting shall be prepared by the Contractor and signed by both the Contractor and the Project Manager.

1.05 QUALITY CONTROL ORGANIZATION

- A. CQC Manager: The Contractor shall identify as CQC Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC Manager shall be a person with a minimum of ten (10) years' experience in construction with a minimum of three (3) years' experience in Quality Control Management or Construction Inspection, preferably with some formal Quality Control training. This CQC Manager shall be on the site at all times during construction and shall be employed by the prime Contractor.
- B. CQC Personnel: In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC Manager for the following areas: electrical, mechanical, structural, and architectural. Each of these individuals must have either an engineering degree in their respective field and two years of experience or five (5) years of related experience. These individuals are to be responsible to the CQC Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with this section. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.
- C. ASD CQC Testing Requirements: See Attachment 1 below.

ASD CQC TESTING REQUIREMENTS

Attachment 1

MATERIAL TESTED	CHARACTERISTIC TESTED	SAMPLE FREQUENCY	SAMPLING POINT	REPORT DUE
CLASSIFIED FILL MATERIAL AND BACKFILL (TYPE II, TYPE IIA, BLENDED, ETC.)	GRADATION	1 PER SOIL TYPE AND NOTABLE CHANGE IN CHARACTERISTICS	PRIOR TO PLACEMENT	BEFORE USE ON PROJECT
	MOISTURE DENSITY (PROCTOR)			
	COMPACTION/DENSITY	STRUCTURAL = 1 PER LIFT & PER 500 S.F. TRENCHES = 1 PER LIFT & PER 150 L.F. FLATWORK = 1 PER LIFT & PER 5000 S.F.	IN PLACE	PRIOR TO NEXT LIFT
LEVELING COURSE (D-1, RAP, ETC.)	GRADATION	1 PER SOIL TYPE AND NOTABLE CHANGE IN CHARACTERISTICS	PRIOR TO PLACEMENT	BEFORE USE ON PROJECT
	MOISTURE DENSITY (PROCTOR)			
	COMPACTION/DENSITY	FLATWORK = 1 PER LIFT & PER 5000 S.F.	IN PLACE	PRIOR TO NEXT LIFT
STRUCTURAL IN-SITU BASE OF EXCAVATION (BOTTOM OF HOLE)	GRADATION	1 PER IN-SITU STRUCTURAL BOTTOM OF HOLE AND NOTABLE CHANGE IN CHARACTERISTICS	PRIOR TO PLACEMENT	BEFORE BUILDING UPON
	MOISTURE DENSITY (PROCTOR)			
	COMPACTION/DENSITY	BASE OF EX. = 1 PER FOUNDATION AREA	IN PLACE	BEFORE BUILDING UPON
STRUCTURAL CONCRETE	SAMPLING	1 MINIMUM PER PLACEMENT, PER DAY (1-25 C.Y.), 1 EVERY 50 C.Y. THEREAFTER. 1 AFTER EACH ADDITION OF ADMIXTURE OR WATER (SLUMP AND AIR ONLY AFTER ADDING ONLY WATER)	POINT OF PLACEMENT (NOT @ TRUCK)	REPORT-24 HRS VERBAL-TIME OF TEST
	SLUMP			
	AIR CONTENT			
	TEMPERATURE			
	COMP. STRENGTH			7 & 28 DAYS
ARCHITECTURAL & CIVIL CONCRETE	SAMPLING	1 MINIMUM PER PLACEMENT, PER DAY (1-25 C.Y.), 1 EVERY 100 C.Y. THEREAFTER.	POINT OF PLACEMENT OR TRUCK CHUTE	REPORT-24 HRS VERBAL-TIME OF TEST
	SLUMP			
	AIR CONTENT			
	TEMPERATURE			
	COMP. STRENGTH			7 & 28 DAYS
STRUCTURAL GROUT (BASEPLATES, CMU, ETC.)	SAMPLING	1 PER PLACEMENT, PER DAY	BATCH POINT (ENSURE BATCH CONFORMS TO MFR SPECS)	REPORT-24 HRS VERBAL-TIME OF TEST
	SLUMP			
	AIR CONTENT			
	TEMPERATURE			
	COMP. STRENGTH			7 & 28 DAYS

MATERIAL TESTED	CHARACTERISTIC TESTED	SAMPLE FREQUENCY	SAMPLING POINT	REPORT DUE
AC PAVING	GRADATION	1 PER PLACEMENT, PER DAY AND EVERY 700 TONS THEREAFTER.	BEHIND PAVER & PRIOR TO COMPACTION	REPORT-24 HRS VERBAL-TIME OF TEST OR OBSERVATION
	CONTENT			
	COMPACTION/DENSITY	1 PER 5000 S.F.	AFTER FINAL ROLL	
	VISUAL	OBSERVE & DOCUMENT DEPTH, AGGREGATE SIZE, VOIDS IN AGGREGATE, OIL POOLING, ETC. VERIFY BATCH TICKET MIX DESIGN & PROJECT	DURING PLACEMENT	
CONTRACTOR IS RESPONSIBLE FOR ALL COSTS INCURRED FOR RETESTS, REINSPECTIONS, REPLACEMENT OF NON-CONFORMING PRODUCTS. OWNER EMPLOYED SPECIAL INSPECTION VERIFICATION AND TESTING IS IN ADDITION TO THE CONTRACTOR'S QUALITY CONTROL TESTING. SPECIAL INSPECTION IN NO WAY DIMINISHES OR REDUCES THE CONTRACTOR'S QUALITY CONTROL OBLIGATIONS.				

1.06 CONTROL

A. Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least two phases of control shall be conducted by the CQC Manager for each definable feature of work as follows:

1. Preparatory Phase: This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved, and after copies are at the work site. This phase shall include:
 - a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by the Owner until final acceptance of the work.
 - b. A review of the contract drawings.
 - c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
 - d. Review of provisions that have been made to provide required control inspection and testing.
 - e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
 - f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
 - g. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Documentation of construction tolerances and workmanship standards for that feature of work.
 - h. A check to ensure that the portion of the plan for the work to be performed

- has been accepted by the Project Manager.
 - i. Discussion of the initial control phase.
 - j. The Owner shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC Manager and attended by the Superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.
2. Follow-up Phase: Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted, and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

1.07 TESTS

- A. Testing Procedure: The Contractor shall provide inspections, tests, and similar quality control services, specified in individual Specification Sections, and required by governing authorities, (Costs for these services shall be included in the Contract Sum). Upon request, the Contractor shall furnish to the Owner duplicate samples of test specimens for possible testing by the Owner. Testing includes operation and/or acceptance tests when specified. The Contractor shall perform the following activities and record and provide the following data:
- 1. Verify that testing procedures comply with contract requirements.
 - 2. Verify that facilities and testing equipment are available and comply with testing standards.
 - 3. Check test instrument calibration data against certified standards.
 - 4. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
 - 5. Results of all tests taken, both passing and failing, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Project Manager, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Project Manager. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.
- B. Retesting: The Contractor is responsible for retesting where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
- C. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests, and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:

1. Providing access to the Work, approved plans, and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 2. Providing facilities for storage of all special inspection reports at the Project site and make available for review by the authorities having jurisdiction.
 3. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 4. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 5. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 6. Security and protection of samples and test equipment at the Project site.
- D. Correction of Work: The Contractor shall bear all costs of correcting all Work identified as defective or as failing to conform to the Contract Documents, including any additional Owner Inspection Costs, and additional compensation for the Architect's and/or Project Manager's additional services made necessary thereby.
- E. Qualification for Laboratory Agencies: Engage inspection and testing service agencies, including independent testing laboratories free of conflict on interests with the General Contractor, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and testing to be performed.
1. Each independent inspection and testing agency engaged on the Project shall be authorized by the authorities having jurisdiction to operate in the State of Alaska and the Municipality of Anchorage.
 2. The Owner reserves the right to direct the specific location or area of work to be tested in accordance with contract requirements.

1.08 SPECIAL INSPECTIONS

- A. The Owner will provide Special Inspections, tests, and similar quality control services as identified in Section 01420, "Special Inspections". Costs for the Special Inspection services are not included in the Contract Sum.
- B. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Specification Sections shall cooperate with the Owner's Representative and Contractor in performance of its duties and shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Project Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 3. Special Inspection agency shall not perform any duties of the Contractor, nor be under contract to perform testing services required of the Contractor.
- C. Coordination: The Contractor and each agency engaged to perform inspections, tests, and similar services shall coordinate the sequence of activities to accommodate required services. In addition, the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.
2. The Contractor shall notify the Owner's Special Inspectors, and the Owner, in writing 72 hours prior to required special inspection and coordinate with these inspectors so there are no additional project costs, schedule impacts or delays. The Contractor shall also be responsible to coordinate with the special inspectors and the Owner to identify on the construction schedule when these inspections shall occur.

1.09 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place in positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.10 MANUFACTURER'S INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from the Project Manager before proceeding.

1.11 MANUFACTURER'S FIELD SERVICE

- A. When required by individual Specifications Section, submit manufacturer's certificate, signed by responsible officer of the Manufacturer, that products meet or exceed specified requirements.
- B. When required by manufacturer, have manufacturer provide qualified representative to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable. Manufacturer Field Representative shall make a written report of observations and recommendations to the Project Manager.

1.12 SAMPLE PANELS AND MOCK-UPS

- A. Sample panels and/or mock-ups shall be used to establish uniform level of workmanship and finish color and texture. Accepted sample or mock-up shall serve as minimum standard of quality for subsequent work.
- B. Work on any Section requiring a sample panel or mock-up shall be approved in writing by the Owner.
- C. Sample panels or mock-ups may be requested by the Owner even though not specifically required of Specification Section to clarify level of workmanship, color, or texture.
- D. Tests shall be performed in accordance with Section 01410 and this section.

1.13 OBSERVATION

The following stages of construction specifically require observation by the Architect, Owner, and

other Authorities having jurisdiction. Provide the indicated notice to the Project Manager prior to commencing work on the phase or upon completion as appropriate:

A. Stages that require two day notice include:

1. Completion of utility trench excavation prior to placement of bedding.
2. Completion of utility pipe installation prior to backfill.
3. Completion of subdrain system's drainage mat and perforated pipe prior to backfill.
4. Completion of driveway, parking lot and sidewalk excavation, installation of geotextile fabric and backfill prior to placement of pavement.
5. Completion of asphalt concrete pavement placement.
6. Completion of portland cement concrete pavement placement.
7. Completion of building excavation, geotextile fabric installation, and backfill prior to placement of concrete floor slab.
8. Completion of excavation forming prior to concrete placement.
9. Completion of concrete masonry, as damp-proofing work is beginning.
10. Wall framing and sheathing completed, observation of shear wall fastening and connections.
11. Mechanical and electrical rough-in and wall blocking, prior to cover.
12. Insulation and vapor barrier installation prior to cover, observation required as work progresses, notify as phases are complete.
13. Completion of mock-ups and finishes as mock-ups and areas are completed.
14. Prior to beginning roofing.

B. Stages that require five day notice include:

1. Substantial Completion.
2. Operational instructions.
3. Final Completion.

1.14 COMPLETION INSPECTION

- A. Punch-Out Inspection: Near the end of the work, or any increment of the work established by a time stated in the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by Section 01400, paragraph 1.15 A.4. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Owner that the facility is ready for the Owner Substantial inspection.
- B. Final Inspection: The Contractor's Quality Control Inspection personnel shall be in attendance at the final inspection.

1.15 DOCUMENTATION

- A. The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:
1. Contractor/Subcontractor and area of responsibility.
 2. Operating equipment with hours worked, idle, or down for repair.
 3. Work performed each day, giving location, description, and by whom.

4. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified. List of deficiencies noted, along with corrective action.
 5. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawing requirements.
 6. Offsite surveillance activities, including actions taken.
 7. Instructions given/received and conflicts in plans and/or specifications.
 8. Any other remarks impacting quality control.
 9. Contractor's verification statement.
- B. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Owner on a weekly basis within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. Reports shall be signed and dated by the CQC Manager. The report from the CQC Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

1.16 NOTIFICATION OF NONCOMPLIANCE

- A. The Project Manager will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Project Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

TESTING LABORATORY SERVICES

PART 1. GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor will employ and pay for the services of an independent testing laboratory, free of conflict of interests with the General Contractor, to perform specified testing.
- B. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the work of the contract.
- C. Inspection, sampling and testing required as called for in the following technical sections.
- D. The Contractor shall pay for re-inspections and re-testing required because of defective work or ill-timed notices.

1.02 RELATED REQUIREMENTS

- A. Article 7.7, Section 00700 - General Conditions of the Contract for Construction.
- B. Inspections and testing required by laws, ordinances, rules, regulations, orders, project Contract Documents, or approvals of public authorities.
- C. Certification of Products: Respective Sections of Specifications.
- D. Test, Adjust, and Balance of Equipment: Respective Sections of Specifications.
- E. Each Specification Section Listed: Laboratory test required, and standards for testing.

1.03 QUALIFICATIONS OF LABORATORY

- A. Independent laboratory acceptable to Owner, Architect and Building Official.
- B. Meet "Recommended Requirements for Independent Laboratory Qualification" latest edition, published by American Council of Independent Laboratories, 1300 "I" Street N.W., Washington, D.C. 20005.
- C. Meet ASTM E-329 latest edition, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as used in Construction."

1.04 LABORATORY'S DUTIES

- A. Laboratory authorized to operate in Alaska, with a full-time engineer registered in Alaska on staff to review services.
- B. Ascertain and certify compliance with Contract Documents.
- C. Promptly submit, unless otherwise indicated, written Inspection and Test Report to each of the following within forty-eight hours of inspection:
 - 1. Owner: Two (2) copies
 - 2. Architect: Two (2) copies
 - 3. Contractor: Two (2) copies or as required

D. Include the following on Test Reports:

1. Date issued.
2. Project title and location.
3. Testing Laboratory name and address.
4. Inspector's name.
5. Date of inspection or sampling.
6. Record of temperature and weather.
7. Date of test.
8. Identification of product tested.
9. Test location in Project.
10. Type of inspection or test.
11. Observations regarding compliance with Contract Documents.

E. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on Contract Document requirements.
2. Approve or accept any portion of work.
3. Assume any duties of Contractor.
4. Stop Work.

1.05 CONTRACTOR'S DUTIES

- A. Cooperate with laboratory personnel, provide access to work, and to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representation samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Furnish copies of products test reports as required.
- E. Furnish incidental labor and facilities:
 1. To provide access to work to be tested.
 2. To obtain and handle samples at the project site or at the source of the project to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. Twenty-four hour minimum notification.
 1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.
- G. Notify Architect and Owner a minimum twenty-four hours in advance of any testing.
- H. Repair test holes to match original conditions.
- I. Quality Control is the responsibility of the General Contractor. The General Contractor should employ a testing firm to provide testing as required to monitor and maintain his own

quality control program, as well as satisfy the specific requirements of the Contract Documents.

1.06 OWNER'S TESTING LABORATORY SERVICES

- A. The Owner may also employ and pay for the services of an Independent Testing Laboratory to perform specified testing as indicated in the Supplementary General Conditions and in this section. This testing service will be employed for Quality Assurance Only. QUALITY CONTROL IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- B. The Contractor shall cooperate with the Owner's laboratory to facilitate the execution of its services.
- C. A copy of the Owner's laboratory written report of each test will be distributed to the Contractor.
- D. When initial tests indicate work does not comply with the Contract Document, all additional tests required, until tests pass, shall be at the expense of the Contractor.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

SPECIAL INSPECTIONS

PART 1. GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Purpose
- B. Types of Work
- C. Owner Responsibilities
- D. Engineer or Architect of Record Responsibilities
- E. Contractor Responsibilities
- F. Special Inspector Responsibilities

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 01 Specification Sections, apply to this Section.
 - 1. Section 00700 - General Conditions and Section 00800 - Supplementary Conditions of the Contract for Construction.
 - 2. Section 01090 - Referenced Specifications and Standards
 - 3. Section 01300 - Submittals
 - 4. Section 01400 - Quality Control

1.03 REFERENCES

- A. International Building Code (IBC) - SECTION 1704 - SPECIAL INSPECTIONS
- B. Uniform Administrative Code (UAC) - SECTION 306 - SPECIAL INSPECTIONS

1.04 PURPOSE OF SPECIAL INSPECTIONS

- A. In accordance with IBC Section 1704.1 General "In addition to the inspections required by Section 109, the owner or the engineer or architect of record acting as the Owner's agent shall employ one or more special inspectors who shall provide inspections during construction on the types of work listed under 1704."

1.05 TYPES OF WORK

- A. Except as provided in IBC Section 1704, the types of work listed below shall be inspected by a Special Inspector.
 - 1. Concrete.
 - 2. Bolts installed in concrete.
 - 3. Reinforcing steel in concrete.
 - 4. Structural welding.
 - 5. High-strength bolting.
 - 6. Structural masonry.
 - 7. Spray-applied fireproofing.
 - 8. Special grading, excavation, and filling.

- B. Continuous and Periodic Special Inspection and Approved Fabricators shall be a part of the Special Inspection requirements.

1.06 OWNER RESPONSIBILITIES

- A. The Owner or the Engineer or Architect of Record acting as the Owner's agent shall employ one or more Special Inspectors who shall provide inspections during construction on the types of work listed.
- B. The Owner shall be responsible for providing a full set of drawings and specifications to each Special Inspector.

1.07 ENGINEER OR ARCHITECT OF RECORD

- A. The Engineer or Architect of Record, under the Owner's direction, may be required to employ one or more Special Inspectors who shall provide inspections during construction on the types of work listed under IBC Section 1704.
- B. The Engineer or Architect of Record, under the Owner's direction, may be responsible for coordinating the Pre-Construction Meeting, with the Contractor, to include Special Inspectors for the purpose of reviewing the Special Inspection Program and responsibilities of each member.
- C. The Engineer or Architect of Record is responsible for clearly indicating the design parameters and material selection on the project plans and/or specifications.
- D. The Engineer or Architect of Record shall determine when and where Special Inspection is necessary in order to meet requirements of the Code.
- E. It shall be the responsibility of the Architect or Engineer of Record to prepare a typewritten Special Inspection Program for submittal to the Building Official for review and approval (UAC 302.5). Such approval shall be obtained prior to issuance of a Building Permit.
- F. Design changes required to correct non-conforming work already incorporated into the completed construction, shall be identified to the Building Official for review and approval as a Change Order. Such Changes shall be generated by the Engineer or Architect of Record.

1.08 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible for calling a Pre-Construction meeting to review Special Inspection requirements as they pertain to the project. Attendees shall include the Contractor's Construction Supervisor, ASD Project Manager, the Engineer or Architect of Record, the Building Safety Division Inspector assigned to the project, all Special Inspectors, and any subcontractors who will actually be constructing items requiring Special Inspection. This meeting shall not be considered a substitute for any pre-construction meeting held between the Contractor and the Owner and Engineer or Architect of Record although they may coincide.
- B. The Contractor shall be responsible for notifying the Special Inspector or special inspection firm regarding required special inspections. Notice shall be a minimum of 24 hours in advance.
- C. The Contractor shall have on site at all times, an approved set of plans and construction documents available to the Special Inspector for the purpose of reference or clarification.

- D. The Contractor shall be responsible for retaining, on site, a copy of all Special Inspection records submitted by the Special Inspector.

1.09 SPECIAL INSPECTOR RESPONSIBILITIES

- A. The Special Inspector shall observe the work assigned for conformance with the approved design drawings and specifications.
- B. Special Inspectors requiring certification by an agency such as ICBO, ACI, or AWS shall carry current certification with them while performing the Work on site.
- C. The Special Inspector shall remain on site at all times when work requiring Special Inspection is in progress.
- D. The Special Inspector shall immediately bring all nonconforming items of work or material to the immediate attention of the Contractor for correction.
- E. The Special Inspector or Inspection Firm shall submit required written reports to the Building Official (two copies), the Owner, and the Engineer or Architect of Record within 48 hours of inspection.
- F. Special Inspectors or Inspection Firms shall submit a final signed report to the Building Safety Division stating that all items requiring Special Inspection were, to the best of their knowledge, in conformance with the approved design drawings, specifications, approved change orders and the applicable workmanship provided in the International Building Code. Items not in conformance, unresolved items, and any discrepancies in inspection coverage shall be specifically itemized in the final report.
- G. Special Inspectors shall meet all certification requirements stated in the Special Inspection Program and required by the Municipality of Anchorage Building Safety Division and shall maintain certification at all times throughout the project.

END OF SECTION

STRUCTURAL OBSERVATION

PART 1. GENERAL

1.01 REQUIREMENT INCLUDED

- A. Purpose
- B. Types of Work
- C. Owner Responsibilities
- D. Engineer or Architect of Record Responsibilities
- E. Contractor Responsibilities
- F. Structural Observer Responsibilities

1.02 REFERENCES

- A. International Building Code (IBC)—Section 1709 STRUCTURAL OBSERVATION.

1.03 PURPOSE OF STRUCTURAL OBSERVATION

- A. In accordance with IBC Section 1709, the purpose of Structural Observation is as defined in IBC Section 1702.1: Visual observation of the structural system, for general conformance to the approved plans and specifications, at significant construction stages and at completion of structural system. Structural Observation does not include or waive the responsibility for the inspections required by other sections of the IBC.

1.04 TYPES OF WORK

- A. The Design Structural Engineer or another engineer designated by the Design Structural engineer shall perform Structural Observation.
- B. Observed deficiencies shall be reported in writing to the Owner's Representative, Special Inspector, Contractor, and the Building Official.
- C. The Structural Observer shall submit to the Building Official a written statement that the site visits have been made and identifying any reported deficiencies that, to the best of the Structural Observer's knowledge, have not been resolved.

1.05 OWNER'S RESPONSIBILITIES

- A. The Owner or the Engineer or Architect of Record acting as the Owner's Agent shall employ one or more Structural Observers who shall provide structural observation during construction on the types of work identified under IBC Section 1709.

1.06 ENGINEER OR ARCHITECT OF RECORD

- A. The Engineer or Architect of Record, under the Owner's direction, may be required to employ one or more Structural Observers who shall provide inspections during construction on the types of work defined under IBC Section 1709.
- B. The Engineer or Architect of Record, under the Owner's direction, with the Structural

Observer, will review with the Contractor the Structural Observer Program and responsibilities of each member.

- C. The Engineer or Architect of Record is responsible for clearly indicating the design parameters and material selection on the project plans and/or specifications.
- D. The Engineer or Architect of Record shall determine when and where Structural Observation is necessary in order to meet requirements of the Code.
- E. Design changes required to correct non-conforming work already incorporated into the completed construction, shall be identified to the Building Official for review and formal approval. Such changes shall be generated by the Engineer or Architect of Record.

1.07 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible for calling a Structural Observation Organizational meeting to review the Structural Observation requirements as they pertain to the project. Attendees shall include the Contractor's Construction Supervisor, ASD Project Manager, the Engineer or Architect of Record, the Building Safety Division Inspector assigned to the project, all Structural Observers, and any subcontractors who will actually be constructing items requiring Structural Observation. This meeting shall not be considered a substitute for any pre-construction meeting held between the Contractor and the Owner and Engineer or Architect of Record although they may coincide.
- B. The Contractor shall have on site at all times, an approved set of plans and construction documents available to the Structural Observer for the purpose of reference or clarification.
- C. The Contractor shall be responsible for retaining, on site, a copy of all Structural Observation records submitted by the Structural Observer.

1.08 STRUCTURAL OBSERVER RESPONSIBILITIES

- A. The Structural Observer shall observe the work assigned for conformance with the approved design drawings and specifications.
- B. The Structural Observer shall remain on site at all times when work requiring Structural Observation is in progress.
- C. The Structural Observer shall immediately bring all nonconforming items of work or material to the immediate attention of the Contractor for correction.
- D. The Structural Observer shall submit required written reports to the Building Official (two copies), the Owner, and the Engineer or Architect of Record within 48 hours of inspection.
- E. The Structural Observers shall submit a final signed report to the Building Safety Division stating that all items requiring Structural Observation were, to the best of their knowledge, in conformance with the approved design drawings, specifications, approved change orders and the applicable workmanship provided in the International Building Code. Items not in conformance, unresolved items, and any discrepancies in inspection coverage shall be specifically itemized in the final report.

END OF SECTION

MAINTENANCE OF TRAFFIC

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

- A. When working adjacent to school playgrounds, provide flagmen. Payment for such flagging and protective flagmen services shall be borne by Contractor.
- B. Contractor shall retain responsibility for traffic operations and protective measures to assure safe flow of traffic. Contractor shall cooperate with Owner so that traffic flow is minimally impeded by execution of work under this Contract.

1.02 SUBMITTALS

- A. Prior to starting any work, Contractor shall submit to the Authority having Jurisdiction and the Project Manager, detailed plan of his proposed method for controlling traffic at each affected location. Proposed traffic control plan shall show and describe proposed locations and time durations covering the following:
 - 1. Vehicular traffic routing including School Buses.
 - 2. Traffic blockage anticipated to be caused by work under this contract.
 - 3. Address conflicts between Pedestrian and vehicular traffic.

1.03 TRAFFIC MAINTENANCE FACILITIES

- A. Other than as shown on approved traffic control plans, at no time shall Contractor's operations interfere with safe and orderly operation of school. Encroachment by Contractor's operations will not be permitted.
- B. For duration of Contract, Contractor shall immediately repair or replace any and all appurtenances damaged or destroyed in performance of work included herein.
- C. Upon completion of work, temporary traffic maintenance items furnished by Contractor shall remain his property and shall be removed from site by Contractor.
- D. Contractor shall utilize dust control methods to control dust on access streets and project site to satisfaction of the Project Manager.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

PROJECT SIGN

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

- A. Furnish, install, and maintain project identification sign.
- B. Project sign must be approved and permitted, prior to erections. Allow no other signs to be displayed.

1.02 PROJECT IDENTIFICATION

- A. Painted sign of 32 sf. area with painted graphic, or printed vinyl sign, content to include:
 - 1. Title of project
 - 2. Name of Owner.
 - 3. Names of professional consultants
 - 4. Prime contractor.
 - 5. Major subcontractors.
 - 6. An area 18" square for Owner logo.
- B. Graphic design, style of lettering, and colors: As shown in this section.
- C. Erect on the site at a lighted location of high public visibility as approved by Project Manager.

1.03 QUALITY ASSURANCE

- A. Sign Painter: Professional experience in type of work required.
- B. Finishes, Painting: Adequate to resist weathering and fading during scheduled construction period.

PART 2. PRODUCTS

2.01 SIGN MATERIALS

- A. Structure and Framing: May be new or used, wood or metal, in sound condition structurally adequate to work and suitable for specified finish.
- B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints. Thickness as required by standards to span framing members, to provide even, smooth surface without waves or buckles.
- C. Rough Hardware: Galvanized.
- D. Paint: Exterior quality semi-gloss Alkyd, as specified in painting specification.
- E. Vinyl Lettering and Graphics may be considered upon submittal to Project Manager.

PART 3. EXECUTION

3.01 PROJECT SIGN

- A. Paint exposed surfaces of supports, framing, and surface material; one coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, sizes and colors selected.

3.02 MAINTENANCE

- A. Maintain sign and supports in a neat, clean condition; repair damages to structure, framing or sign.

3.03 REMOVAL

- A. Remove sign, framing, supports, and foundations at completion of the project.



END OF SECTION

MATERIALS AND EQUIPMENT

PART 1. GENERAL

1.01 DESCRIPTION

- A. Materials and Equipment incorporated into Work shall:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type, and quantity specified, unless otherwise approved in writing.
- B. Manufactured and Fabricated Products:
 - 1. Manufacture like parts of duplicate units to standard size and gauges, and to be interchangeable.
 - 2. Two or more items of same kind shall be identical, and by same Manufacturer.
 - 3. Products shall be suitable for service conditions.
 - 4. Equipment shall comply with capacity, sizes, and dimensions shown or specified, unless otherwise approved in writing.
- C. Do not use materials or equipment for any purpose other than that for which designed or specified.

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work
- B. Section 01340: Shop Drawings, Product Data and Samples.
- C. Section 01630: Substitution and Product Option
- D. Section 01710: Cleaning

1.03 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select any product meeting standard.
- B. For products specified by naming several products, select any of such products.
- C. For products specified by naming one or more products and "or approved", select any one specified product or submit request for substitution as specified.

1.04 INAPPROPRIATE PRODUCTS AND METHODS

- A. If Contractor believes that any specified product, method, or system is inappropriate for use, he shall, if possible, so notify the Project Manager at least ten (10) working days prior to bid opening, and if not possible, such notice shall be given before performing work in question. If notice of objection is not received within the specified time limits, it will be assumed that Contractor agrees that specified products, methods, and systems are not inappropriate for use.
- B. No asbestos containing materials are to be incorporated into the project. Certification signed by the General Contractor shall state that Asbestos Containing materials have not been installed under this project. Turn certification in to Project Manager no later than first

payment application submittal. Recertify to Owner at substantial completion inspection.

1.05 PRODUCT SUBSTITUTIONS

- A. Refer to Section 01630.

1.06 NUMBER OF PRODUCTS REQUIRED

- A. Whenever in specifications a product is referred to in singular number, such reference shall include as many such products as are shown on Drawings are required to complete the Work.

1.07 PRODUCTS LIST

- A. Submit to Project Manager complete list of major products proposed for use; Specification Section, include proprietary product name, manufacturer's name, and installing Subcontractor's name in accordance with requirement of Section 01340 Shop Drawings, Product Data and Samples.

1.08 MANUFACTURER'S INSTRUCTIONS

- A. Perform work in accordance with Manufacturer's instructions.
- B. Do not omit preparatory or installation procedures required by Manufacturer, unless specifically modified by Contractor Documents.
- C. When Contract Documents require Work to comply with Manufacturer's instruction, obtain and distribute such instructions to parties performing work, including copies to Architect and Project Manager. Maintain one set at job site during installation and until acceptance.
- D. Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformance with specified requirements.
- E. Should job conditions or specified requirements conflict with Manufacturer's instructions, consult Project Manager for further instructions.
- F. Do not proceed with work without clear instructions.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

DELIVERY, STORAGE, AND HANDLING

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide for expeditious transportation and delivery of products to project site undamaged, on schedule to avoid delay of the Work.
- B. Providing equipment and personnel at site to unload and handle products in manner to avoid damage to products.
- C. Provide secure storage and protection for products to be incorporated into the Work, and maintenance and protection for products after installation and until completion of the Work.

1.02 DELIVERY

- A. Arrange deliveries of products in accord with construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work and conditions at site. Contractor deliveries must not conflict with:
 - 1. Work of other Contractors, or Owner.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. Owner's use of premises.
- C. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- D. Partial deliveries of component parts of equipment shall be clearly marked to identify equipment, to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately upon delivery, inspect shipment to assure:
 - 1. Product complies with requirements of contract documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact, labels are legible.
 - 4. Products are protected and undamaged. Minor damages may be repaired, provided finish items are equivalent in all respects to new work.

1.03 PRODUCT HANDLING

- A. Provide equipment and personnel necessary to handle products, including those provided by Owner, by methods to prevent soiling or damage to products or packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring, or otherwise damaging products or surrounding surfaces.
- C. Handle products by methods to prevent bending or over-stressing.
- D. Lift heavy components only at designated lifting points.

1.04 STORAGE

- A. Store products immediately on delivery and protect until installed in the Work. Store in accord with manufacturer's instructions, with seals and labels intact and legible.
- B. Store products subject to damage by elements in substantial weather-tight enclosures.
 - 1. Maintain temperatures with ranges required by manufacturer's instructions.
 - 2. Provide humidity control for sensitive products, as required by manufacturer's instructions.
 - 3. Store unpacked products on shelves, in bins, or in neat piles, accessible for inspection.
- C. Exterior Storage
 - 1. Provide substantial platforms, blocking, or skids to support fabricated products 4" above ground, prevent soiling or staining.
 - 2. Cover products, subject to discoloration or deterioration from exposure to elements, with impervious sheet coverings. Avoid use of non-vented plastic or canvas shelters which could create humidity chambers. Provide adequate ventilation to avoid condensation.
 - 3. Store loose granular materials in solid surfaces such as paved areas or provide plywood or sheet materials to prevent mixing with foreign matter.
 - a. Provide surface drainage to prevent flow or ponding of rainwater.
 - b. Prevent mixing of refuse or chemically injurious materials or liquids.
 - 4. Provide exterior storage area within Contractor Secure area.
- D. Arrange storage in manner to provide easy access for inspection.

1.05 MAINTENANCE OF STORAGE

- A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
 - 1. State of storage facilities is adequate to provide required conditions.
 - 2. Required environmental conditions are maintained on continuing basis.
 - 3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings, and finishes is not acceptable under requirements of contract documents.
- B. Mechanical and electrical equipment which requires servicing during long-term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.

1.06 PROTECTION AFTER INSTALLATION

- A. Provide protection of installed products to prevent damage from subsequent operations, usage or vandalism. Remove when no longer needed, prior to completion of work.
- B. Control traffic to prevent damage to equipment and surfaces.
- C. Provide coverings to protect finished surfaces from damage.

DELIVERY, STORAGE, AND HANDLING

Division 01

Section 01610

1. Cover projections, wall corners, jambs, sills, and soffits of openings, in areas used for traffic and for passage of products in subsequent work.
2. Protect finished floors and stairs from dirt and damage.
 - a. In areas subject to foot traffic, secure heavy paper, sheet goods, and other materials in place.
 - b. For movement of heavy products, lay planking or similar materials in place.
 - c. For storage of product, lay tight wood sheathing in place.

D. Waterproofed and Roofing Surfaces

1. Prohibit use of surface for traffic and any kind, or for storage of any products.
2. When some activity must take place in order to carry out Contract, obtain recommendations from installer for protection of surface.
 - a. Install recommended protection, remove on completion of that activity.
 - b. Restrict use of adjacent unprotected areas.

1.07 DAMAGED PRODUCTS

- A. Remove damaged or deteriorated materials from the premises. Replace materials which have been damaged.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

SUBSTITUTION AND PRODUCT OPTION

PART 1. GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Contractor's options in selection of products.
- B. Requests for substitution of products.

1.03 RELATED REQUIREMENTS

- A. Section 00100 - Instructions to Bidders.
- B. Section 00700 and 00800 - General Conditions and Supplementary General Conditions of the Contract for Construction.
- C. Section 01340 - Shop Drawings, Product Data and Samples.

1.04 CONTRACTOR'S OPTIONS

- A. Reference to any equipment, material, article, or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and characteristics of products that will be satisfactory and shall not be construed as limiting competition.
- B. Whether or not specifically named equipment or material is followed by the term "equivalent" or "equivalent product" or "approved equal", it shall not exclude other manufacturer's equipment or materials from consideration, unless "NO SUBSTITUTIONS" called out in the specification sections. In this usage, the terms "equivalent" and "equal" or "approved equal" are interchangeable though a product or method considered for substitution may be equivalent to a specified product or method without actually being equal, by virtue of performance, appearance, and meeting specified or implied criteria.
- C. No item will be considered for substitution prior to the bid opening. Consequently, the Bidder shall make its own determination if a substituted item will be equivalent to or better than that specified or indicated in regard to quality, workmanship, finish, space requirements, electrical requirements, performance and guarantees or warranties. Any change in bid and/or contract amount due to any subsequent rejection of product found "not equivalent" will not be considered.
- D. After the Notice to Proceed the Contractor shall submit sufficient data in accordance with this Section to establish equality. The Owner's Representative shall be the sole judge of equality and acceptability.
- E. Acceptance of substitute materials will not relieve the Contractor of the responsibility for any changes in the Contractor's own work or in the work of other trades caused by the substitution. Any additional costs resulting from substitutions are the responsibility of the Contractor.

1.05 SUBSTITUTION PROCEDURE

- A. Requests for substitutions of products will be considered only within 90 calendar days after Notice to Proceed. Subsequent requests will be considered only when judged to be in the best interest of the Owner.

- B. Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request, when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- C. Substitute products shall not be ordered or delivered without written acceptance.
- D. Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
- E. Identify products by specifications section and article numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
- F. Attach product data as specified in Section 01340 and the following:
 - 1. Give itemized comparison of proposed substitution with specified product and listing variations.
 - 2. Give quality and performance comparison between proposed substitution and specified product.
 - 3. List availability of maintenance services and replacement materials.
 - 4. State effect of substitution on construction schedule, and changes required in other work or products.
- G. If no requests for substitutions have been received within time frame stated above, it will be assumed that construction will proceed with equipment, materials and products called for in Contract Documents.

If this is subsequently found not to be the case, the Owner reserves the right to demand that unapproved item be removed and replaced with specified item.

1.06 CONTRACTOR REPRESENTATION

- A. Request for substitution constitutes a representation that Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product.
- B. Contractor shall provide same warranty or bonds for substitution as for specified product.
- C. Contractor shall coordinate installation of accepted substitute, making such changes as may be required for work to be complete in all respects, specifically including any related redesign costs.
- D. Contractor waives claims for additional cost caused by substitution which may subsequently become apparent.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

(Except for "Substitution Request Form," 1 page)

SUBSTITUTION REQUEST FORM

TO: _____

PROJECT: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section _____ Page _____ Paragraph _____ Specified Item _____

Proposed Substitution: _____

Attach complete Product description, drawings, photographs, performance and test data, and other information necessary for evaluation.

Will changes be required to building design in order to properly install proposed substitution?
Yes _____ No _____ If Yes, explain: (Add second sheet).

Will the undersigned pay for changes to the building design, including engineering and drawing costs, caused by requested substitution? Yes _____ No _____.

What differences exist between proposed substitution and specified item?

Does substitution affect Drawing dimension? Yes _____ No _____ If Yes, explain: (Add second sheet.)

What affect does substitution have on other trades?

Does Manufacturer's warranty of proposed substitution differ from that specified?
Yes _____ No _____ If Yes, explain: (Add second sheet.)

Will substitution affect Progress Schedule? Yes _____ No _____ If Yes, explain: (Add second sheet.)

Will substitution cost more than specified Product? Yes _____ No _____ If Yes, explain: (Add second sheet.)

Do substitutions affect the Commissioning process and checklists included in Division 17? Yes _____ No _____ If any, attach a marked-up copy of the appropriate Checklist(s) from Division 17 for Owner's approval.

Will maintenance and service parts be locally available for substitution? Yes _____ No _____ If Yes, explain: (Add second sheet.)

Submitted by:

Signature: _____

Firm: _____

Address: _____

City: _____

Date: _____

For Owner's Representative's Use Only:

Accepted ()	Accepted as Noted ()
Not Accepted ()	Received Too Late ()

By: _____

Date: _____

Remarks: _____

Phone: _____

STARTING OF SYSTEMS

PART 1. GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting, and balancing.

1.03 RELATED SECTIONS

- A. Section 01730 - Operation and Maintenance Data.

1.04 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions which may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

1.05 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. In a classroom environment located at the Project site, demonstrate, and provide instruction for the Project equipment by a manufacturer's representative who is knowledgeable about the Project.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within nine months.

- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

1.06 TESTING, ADJUSTING, AND BALANCING

- A. The independent firm will perform services specified in Section 01410 and 01651.
- B. Reports will be submitted by the independent firm to the Owner indicating observations and results of tests and indicating compliance or non-compliance with the requirements of the Contract Documents.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

SYSTEM COMMISSIONING

PART 1. GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of contract, including General and Supplementary Conditions and other Divisions of these Specifications, apply to work of this section.

1.02 DEFINITION

- A. Building Commissioning work is a joint team effort to ensure that all equipment and systems have been completely and properly installed and put into services. The commissioning work will begin only after all systems are 100% complete and functional. The factory start-up of all equipment must have been carried out as well as control system completion and start-up and balancing. The team is made up of representatives from the owner's Engineer and Contractor's organizations.
- B. The Contractor shall schedule system commissioning. The trades represented during the commissioning include sheet metal, piping and fitting, refrigeration, controls and balancing. The lead tradesmen for each trade who actually performed the work is to be present. All trades are to be present as scheduled during the commissioning session. The balancing and control contractors may be released when their portions of work have been completed. The Contractor will submit a schedule of activities for commissioning at least 30 days prior to beginning commissioning. A suggested schedule outline is as follows:
 - 1. Day One (Monday) Owner and Engineer; Mechanical Contractor optional.
 - 2. Day Two (Tuesday) Owner, Engineer, Balancing Contractor, Control Contractor and Mechanical Contractor.
 - 3. Day Three (Wednesday) Owner, Engineer, Balancing Contractor, Control Contractor, Mechanical Contractor including Sheet Metal Contractor and Fitter.
 - 4. Day Four (Thursday) Owner, Engineer, Mechanical Contractor, Sheet Metal Contractor, Fitter and Refrigeration Contractor.
 - 5. Day Five (Friday) Refrigeration Contractor and all parties from day four to complete tasks not completed previously.

1.03 DOCUMENTS

- A. The following documents shall be assembled and bound into the operating and maintenance manuals and delivered according to Section 01730, Maintenance Data.
 - 1. Plumbing sanitization certified.
 - 2. Certificates of Completion from the following Contractors:
 - a. Sheet Metal
 - b. Plumbing and Piping
 - c. Automatic Temperature Control
 - d. Refrigeration
 - e. Fire Protection
 - 3. Balancing report including duct pressure test.
 - 4. Boiler startup certificate, including stack gas test.
 - 5. Hydronic system water analysis report.
 - 6. Steam boiler water analysis report.
 - 7. All operating and maintenance data as described in Section 01730.

- B. Record Drawings will be submitted to District according to Section 01700, Contract Closeout.

1.04 SCOPE OF WORK

- A. The work included under this section includes a complete and thorough investigation of all systems in order to ensure proper installation and operation of all components and systems. The following systems will be evaluated:
 1. Automatic temperature controls.
 2. Instrumentation (gauges, thermometers, etc.)
 3. Air handling equipment.
 4. Air Distribution and exhaust systems.
 5. Boilers.
 6. Hydronic heating and steam distribution systems.
 7. Refrigeration equipment.
 8. Fire protection.
 9. Labeling, marking and color coding.

PART 2. PRODUCTS

2.01 VALVE TAGS

- A. Tag all valves with round, numbered, brass tags. Fasten to valve stem with beaded chain. In boiler room and fan room provide a framed, typewritten directory under glass. Directory shall list all valve tag numbers, service of valve, system valve is located in, location of valve and whether valve is normally open or closed. Provide a separate tag sequence for each service. Each service prefix to be abbreviation used for that service (sprinkles, S-1, S-2, etc.; Air, A-1, A-2, etc.)

2.02 EQUIPMENT LABELS

- A. Label all equipment with heat resistant, laminated plastic labels having engraved lettering 1/2-inch high and fastened in place with rivets, screws or pressure sensitive, double sided tape, on back of label. Examples "Pump P-1," "Water Heater No. 1," "Exhaust Fan Ref-2," Air Handling Unit AHU-1," etc.

2.03 PIPING LABELS

- A. Label all service piping with adhesive backed, flexible, vinyl labels, sealed in clear polyester film. Secure labels with directional flow adhesive vinyl banding tape. Labels and tape to comply with ANSI A13.1-1982 for color and size.
- B. Manufacturer: Baker, Emed, Setmark, Seton.

2.04 WATER TREATMENT CHEMICALS

- A. Obtain the services of a professional water treatment firm for testing the steam boiler water and prescribing the treatment chemicals.
- B. Provide a one-year supply of treatment chemicals to maintain the boiler water at or below the following conditions.

1. Neutralized specific conductance.
2. Total alkalinity 600 ppm.
3. Suspended solids 250 ppm.
4. Silica 90 ppm.

The treatment will include a filming amine additive for protection of the condensate piping.

- C. Supply materials are to be based on boiler operation of 10 hours per week at 50% to 100% of capacity with 50% of condensate being returned to system.

PART 3. EXECUTION

3.01 SYSTEM COMMISSIONING

- A. The following procedures will be verified during the commissioning process. All procedures are to be checked and carried out by the contractor prior to commissioning.

3.02 PRELIMINARY WALK THROUGH

- A. A preliminary walk through to provide a visual check of the various systems to verify that all components are properly installed. The following items will be observed.

B. Air Distribution:

1. Mounting and support of equipment.
2. Noise, vibration, air and water leaks.
3. Air filtration, presence of dampers, diffusers, grilles, fire dampers and access doors.
4. Presence of thermostats and other adjustable temperature control devices.
5. Presence of smoke sensors and other safety devices.
6. Instrumentation, gauges, thermometers, flow measuring devices.
7. Hoods and exhaust systems.

C. Plumbing and Piping Systems:

1. Mounting support of equipment.
2. Noise, vibration and leaks.
3. Strainers, valves fixtures and instrumentation and flow measuring or control.

D. Heating and Cooling Equipment:

1. General installation and service access.
2. Proper cycling.
3. Excessive noise, vibration or leads.
4. Fuel storage, distribution instrumentation and filtration.
5. Presence of safety devices and controls.

E. Refrigeration Systems:

1. Compressor operation and lubrication.
2. Unit cooler operation.
3. Cooling fluid flow and control.
4. Temperature maintenance and instrumentation.
5. Vibration, excessive noise and leaks.

F. Fire Protection System:

1. General installation and compliance with approved shop drawings and design drawings.
2. Head locations.
3. Proper functioning of alarms.
4. NFPA certification - Chapter 13.
5. Locate spare heads, wrench and NFPA 13A manual.

G. Any discrepancies or deficiencies are to be noted for further investigation during the detailed evaluation.

H. Verify that all cleaning has been completed.

I. Verify that all touch-up painting has been completed.

3.03 DETAILED EVALUATION

A. Air distribution systems:

1. Spot checks of approximately 10% of air outlets will be made. Engineer will select outlets and air balancer will demonstrate a reading of that outlet. Where appropriate, the thermostat will be adjusted to simulate full cooling, full heating, hood operation, etc.
2. Air balancer will demonstrate total air flow at each air handler at simulated full cooling and/or maximum fresh air.
3. Air balancer will demonstrate proper air flow at each fume hood, based on previously marked sash positions.
4. Air balancer will demonstrate proper air flow at each process hood.
5. Demonstrate proper room static pressure with respect to adjacent space(s).
6. Motor HP draw will be demonstrated at selected fan motors.
7. Discrepancies between balancing report and spot check results will be dealt with to correct any deficiencies. In the event that significant deficiencies are detected, the entire balancing procedures may be required to be repeated.
8. Any noted drafts or noisy air distribution devices will be evaluated and corrective action taken.
9. Any balancing related problems identified during the Preliminary Walk Through will be addressed and corrected.

B. Heat Transfer and Hydronic Systems:

1. Contractor will demonstrate that strainers have been cleaned by team observation of approximately 5 strainers selected by the Engineer. If significant debris is found in selected strainers, all strainers will be cleaned.
2. Balancer will demonstrate fluid flows at approximately 10% of flow control devices.
3. Selected pumps will have amp draws demonstrated.
4. Fluid temperatures and pressures will be observed at each system, and compared with design values.
5. Glycol concentration will be measured for compliance with design specifications.
6. Any noted deficiencies between the sample evaluations and the balancing report will be dealt with to correct any deficiencies. In the event that significant deficiencies are detected, the entire balancing procedures may be required to be repeated.
7. Any balancing related problems identified during the Preliminary Walk Through will

be addressed and corrected.

C. HVAC Control Systems:

1. The Control Contractor will demonstrate the proper function of each control system, and instruct Owner's operating personnel in the proper operation of the systems. The balancing contractor will be present to correct flows and assist in fine tuning system.
2. Control Contractor will demonstrate the proper functioning of the following devices:
 - a. Each thermostat to adequately control heating and cooling.
 - b. Each automatic damper and valve.
 - c. Fresh air and return air dampers.
 - d. Economizer operation.
 - e. Boiler, chiller and pump starting and stopping from program control.
 - f. Exhaust fan and air handler start and stop.
 - g. Variable air volume control of VAV air handlers, and tracking of associated return fan.
 - h. Variable air volume control of VAV exhaust fans
 - i. Freeze prevention control.
3. Control Contractor will point out proper labeling of each control device.
4. Control Contractor and Balancing Contractor will coordinate efforts as required until all functions of air distribution and hydronic systems have been fully demonstrated and have been accepted by the District and the Engineer.

D. Sheet Metal Contractor will demonstrate the following:

1. Proper voltage, overload heater size and rotation of each motor driven fan or air handling device.
2. Proper belt tension and drive alignment.
3. Proper clearance and deflection of spring isolation of fans and drives.
4. Proper installation of flexible connections.
5. Sealing of all ductwork per specification.
6. Complete insulation of ductwork and plenums and sound attenuation where required.
7. Completion of any deficiencies pointed out during balancing and control system commissioning.
8. Marking and labeling of each air handling device.
9. Proper shutdown of air handling systems in the event of presence of smoke or products of combustion.
10. Monitor bearings for heat buildup or noise.
11. Demonstrate that heating and cooling coil fins are straight.
12. Demonstrate operation and maintenance of humidification equipment.
13. Sheet Metal Contractor will correct any deficiencies noted during Preliminary Walk Through and Detailed Evaluation.
14. Correct any deficiencies discovered during Preliminary Walk Through and Detailed Investigation.

E. Each Contractor will explain any special features or intricacies of system operation to the building operating personnel. Items covered should include safety features, hazards to be aware of, precautions to be observed to avoid damage to equipment and any necessary seasonal adjustments which are required. Generally discuss service frequency of devices such as bearings, belt drives, filters, strainers, etc. Show maintenance and operating personnel where additional information can be found in the Operating and Maintenance

Manuals.

- F. Plumbing and Piping Contractor will demonstrate and explain the following:
1. The cleaning, degreasing and flushing of piping systems.
 2. The proper filling of hydronic and chilled water systems.
 3. Proper glycol concentration and Ph of hydronic and chilled water systems.
 4. Piping and valve marking.
 5. Equipment labeling.
 6. Demonstrate proper operation of fuel supply system.
 7. Demonstrate proper operation of sewage lift pump.
 8. Demonstrate proper operation of sump pumps.
 9. Tour facility and demonstrate proper installation and operation of plumbing fixtures and piping systems.
 10. Demonstrate and explain chemical feed equipment.
 11. Demonstrate operation of air compressor, deionized water equipment and other process equipment.
 12. Correct any deficiencies discovered during Preliminary Walk through and Detailed Investigation.
- G. Refrigeration Contractor will instruct equipment operators and demonstrate and explain the following:
1. Proper charging and lubrication of each refrigeration system.
 2. Vibration isolation of equipment.
 3. Proper piping insulation.
 4. Adequate air flow at cold diffusers.
 5. Proper connection of piping.
 6. Proper coolant flow and temperature.
 7. Defrost of cold diffusers.
 8. Maintenance of required temperature in cold boxes.
 9. Proper maintenance and cleaning.
 10. Labeling of equipment and control devices.
 11. Verify proper voltage, rotation and overload heater sizing.
 12. Correct any deficiencies noted during Preliminary Walk Through and Detailed Investigation.

3.04 CERTIFICATION

- A. The following certificate will be signed by each trade listed, indicating that all commissioning work has been completed and that all systems are installed according to the contract documents and manufacturer's installation instructions. The Contractors further certify that all adjustment, lubrication, alignment and startup procedures have been carried out.
- B. Individual Contractor Certifications: (see next page)

CERTIFICATE OF COMPLETION

(Building) _____

(Address) _____

1.	Mechanical Contractor	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____ (date)
2.	Sheet Metal	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____ (date)
3.	Plumbing	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____ (date)
4.	Fitting	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____ (date)
5.	Balancing	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____ (date)
6.	Controls	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____ (date)
7.	Refrigeration	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____ (date)
8.	Insulation	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____ (date)
9.	Fire Protection	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____ (date)

10.	Refrigeration	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____
				(date)
11.	Refrigeration	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____
				(date)
12.	Refrigeration	_____	_____	_____
		(firm)		
	(signature)	_____	(title)	_____
				(date)

The engineer of record has observed the commissioning process and acknowledges that it was carried out according to the contract documents.

_____	_____
(firm)	(date)

(signature)	

The District has observed the commissioning and acknowledges that it was carried out to his satisfaction. The District acknowledges receipt of the following documents and services:

- 1. Operating and Maintenance Manuals
- 2. As-built Drawings
- 3. All Certificates
- 4. Operator Instruction

_____	_____
(organization)	(date)
_____	_____
(signature)	(title)
	(date)

3.05 SYSTEM WARRANTY

- A. The one-year warranty period which begins with beneficial use of the systems is the responsibility of the Contractor. It is the Contractor's responsibility to repair, adjust or replace any defective material and equipment during the warranty period. It is the Owner's responsibility to notify the Contractor of any deficiencies immediately.
- B. During the warranty period, the Owner and building operators should not make any system adjustments, alterations or repairs without first contacting the Contractor. Adjustment of room thermostats may be made at building occupant's discretion without first contacting the Contractor. The Contractor should be contacted as soon as possible so that a permanent repair can be carried out. The MAINTENANCE/ REPAIR REQUEST FORM (see example at the end of this section) should be used to report and document system malfunctions. Requests must be signed by building superintendent.
- C. Emergency repairs and adjustments may be made to prevent system or building components without first contacting the Contractor. Emergency procedures would include items such as repairing leaks, adjusting controls to prevent building freeze-up or other similar adjustments to prevent the building from becoming uninhabitable or unsafe.
- D. Maintenance procedures which are the responsibility of the building Owner during the warranty period include:
 - 1. Replacement of air filters.
 - 2. Replacement or repair of any items which are broken or damaged by building users.
 - 3. Replacement of water softener salt.
 - 4. Replacement (if required) acid neutralization marble.
 - 5. Cleaning of oil separators or grease traps.
- E. Maintenance / Repair Request:
 - 1. The form on the next page is to be used by the Owner and building occupants to document and report any malfunctions in mechanical systems.

MAINTENANCE / REPAIR REQUEST

Reported by _____ Phone (_____) _____ Date _____

Building Superintendent Signature _____

Describe Malfunction _____

_____Location (i.e. room number/above ceiling/etc.) _____

_____Describe any Temporary Adjustments or Repairs _____

_____What is the Urgency of Repair _____

Has this Been Reported by Telephone _____ to Whom _____

Name _____ Firm _____ Phone (____) _____

Date _____ Time _____ Action Promised _____

_____Repairs Made _____

by _____ Firm _____ Date _____

Contractor's Comments _____

Certification that repairs have been satisfactorily completed

(Building Superintendent) _____ Date _____ Time _____

Send one copy of this form to Contractor. Place one copy of this form in the Building Operating and Maintenance Manual under the appropriate tab.

END OF SECTION

PROJECT CLOSE-OUT

PART 1. GENERAL

1.01 GENERAL CONDITIONS

- A. Definitions: Close-out is hereby defined to include general requirements near the end of contract time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 02 through 16. Time of Close-out is directly related to "Substantial Completion".

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. General and Supplementary General Conditions
- B. Section 01750: Warranty of Work after Final Payment
- C. Section 01750: Certificate of Compliance

1.03 SUBSTANTIAL COMPLETION

- A. When Contractor considers work substantially complete as defined in contract conditions, he shall submit to the Project Manager:
 - 1. Written notice that work, or designated portion thereof, is substantially complete.
 - 2. List of items to be completed or corrected.
 - 3. Conditional Certificate of Occupancy from governing authorities.
 - 4. Project Records and Contract Record Drawings.
- B. Project Manager will at the mutually agreed time, make inspection to determine completion status.
 - 1. Should Project Manager determine that work is not substantially complete:
 - a. Project Manager will promptly notify Contractor, in writing, giving reasons therefore.
 - b. Contractor will remedy work deficiencies, and send second notice of substantial completion to Project Manager.
 - c. Project Manager will re-inspect work, with his cost and/or expense for such to be the Contractor's responsibility.
 - 2. When Project Manager concurs that work is substantially complete, the Architect will:
 - a. Prepare Certificate of Substantial Completion accompanied with Contractor's list of items to be completed or corrected, as verified and amended by the Project Manager and Architect.
 - b. Submit certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the certificate.

1.04 FINAL INSPECTION

- A. When Contractor considers work complete, he shall submit written certification that:
 - 1. Contract documents have been reviewed.
 - 2. Contractor has inspected work for compliance with contract documents.

3. Work has been completed in accordance with contract documents.
 4. Equipment and systems have been tested and operated in presence of Owner's representative and are operational.
 5. Copy of substantial completion punch lists stating that each item has been completed or otherwise resolved for acceptance.
- B. Project Manager will, at the mutually agreed time, inspect the work to verify completion status.
1. Should the Project Manager consider work incomplete or defective:
 - a. Project Manager will promptly notify Contractor in writing of any incomplete or defective work.
 - b. Contractor shall immediately remedy deficiencies, and send written certification to Project Manager that work is complete.
 - c. Project Manager will re-inspect work.
 2. When Project Manager finds the work acceptable under contract documents, he will request Contractor to make closeout submittals.

1.05 RE-INSPECTION FEES

- A. Should Project Manager and or Engineer be required to make more than one substantial and/or final inspection due to Contractor's failure to correct specified deficiencies, the Contractor shall bear all costs made necessary by such additional inspections.

1.06 SUBMITTALS

- A. Record Drawings
1. Prior to Final Completion of the Project, the Contractor and/or Subcontractors under his direction, shall submit records of changes on prints to Project Manager.
 2. Accompany submittal with transmittal letter, to Project Manager, containing:
 - a. Date
 - b. Project title and number
 - c. Contractor's name and address
 - d. Title and number of each record document
 - e. Certification that each document as submitted is complete and accurate.
 - f. Signature of Contractor, or his authorized representative.
 3. Provide drawings and special system drawings on CD in AutoCad format.
- B. Project Record Documents
- C. Operating and Maintenance Data
- D. Building Official's Certificate of Occupancy (MUST BE RECEIVED IN TIME TO ALLOW OCCUPANCY ON DATE REQUIRED IN CONTRACT DOCUMENTS).
- E. Warranty of Work after Final Payment Section 01750
- F. Certificate of Compliance Section 01750
- G. AHERA Exclusion document Section 01750
- H. Department of Revenue Tax Clearance Section 01750

- I. Department of Labor Tax Clearance Section 01750
- J. Department of Labor Notice of Completion of Public Works Section 01750
- K. Certificate of Domestic water disinfection.
- L. Evidence of Payments and Release of Liens
 - 1. Contractor's Affidavit of Payment of Debt and Claims.
 - 2. Contractor's Affidavit of Release of Liens including the following:
 - a. Consent of Contractor's Surety to Final Payment.
 - b. Contractor's Release of Waiver of Liens.
 - c. Separate releases of Waivers of Lien for each subcontractor, supplier, and others with lien rights against Owner's property.
- M. Storm Water Pollution Prevention Plan (SWPPP) and associated documents.
 - 1. A copy of the Notice of Intent (NOI) and the plan review location notice shall be posted in the project office on site.
 - 2. A copy of the SWPPP shall be retained in the project office during construction.
 - 3. All records relating to the SWPPP, as well as the Plan, the NOI, and NOT shall be retained by the Contractor and the Municipality of Anchorage for three years after the NOT is issued.
 - 4. Copies of all SWPPP documents are to be delivered to the Municipality of Anchorage and the Anchorage School District upon completion of the project and before final closeout.
- N. Closeout Checklist Section 01750
 - 1. A closeout checklist is provided for convenience in tracking the necessary documentation and deliverables for project closure. This checklist should be updated and submitted with each closeout deliverable.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Follow procedures specified in General and Special Conditions, and also note miscellaneous prerequisites for final payment noted in this section.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

CLEANING

PART 1. GENERAL

1.01 DESCRIPTION

- A. Execute cleaning, during progress of the work, and at completion of the work.

1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2. PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

PART 3. EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site, and adjacent areas free from accumulations of waste materials, rubbish, and debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
- C. Remove waste materials, debris, and rubbish from the site periodically and dispose of.

3.02 DUST CONTROL

- A. Clean interior spaces prior to the start of finishing painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Prior to final completion, or Owner occupancy, the Contractor shall conduct an inspection of sight-exposed interior surfaces and all work areas to verify that the entire work is clean.

END OF SECTION

PROJECT RECORD DOCUMENTS

PART 1. GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintenance of record documents and samples.
- B. Submittal of record documents and samples.

1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions of the Contract for Construction.
- B. Section 01300 - Submittals.
- C. Section 01340 - Shop Drawings, Product Data and Samples.
- D. Section 01700 - Project Close-out.
- E. Individual Specifications Sections: Manufacturer's certificates and certificates of inspection.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. In addition to requirements in General Conditions, maintain at the job site for Owner's use one record copy of:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data and samples.
 - 6. Field test records.
 - 7. Inspection certificates.
 - 8. Manufacturer's certificates.
 - 9. Request for Information (RFI)
 - 10. Request for Proposal (RFP)
 - 11. Current Construction Network.
- B. Store record documents and samples in the field office apart from the documents used for construction.
- C. Label and file record documents and samples in accordance with Section number listings in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain record documents in a clean, dry and legible condition. Do not use record documents for construction purposes.

Keep record documents and samples available for inspection by the Project Manager.

1.04 RECORDING

- A. From the copies of Contract Documents to be furnished by Project Manager, the Contractor and/or Subcontractors shall record on a set of clean, new prints each and every change that is made, at time it is made, in red. This includes any changes that are made in partitions, doors, or otherwise in arrangement of construction of buildings as well as a complete record of exact manner in which electrical and mechanical work, piping, etc., are installed. All Change Orders, RFI's, and Information Bulletins shall be incorporated. Dimensions shall be included where necessary to accurately locate piping and other items that will be concealed underground or in finished building that may later be necessary to service.
- B. Contract Drawings: Legibly mark to record actual construction.
 - 1. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 2. Field changes of dimensions and detail.
 - 3. Changes made by Change Order and other modifications.
 - 4. Details not on original contract drawings.
 - 5. References to related shop drawings and modifications.
- C. Shop Drawings: Maintain as record documents, legibly annotate appropriate drawings to record changes made after review.
- D. Specifications and Addenda: Legibly mark up each section to record:
 - 1. Changes made by Change Order.
 - 2. Manufacturer, trade name and catalog number of each product actually installed, particularly optional items and substitute items.
 - 3. Changes made by addenda and modifications.
 - 4. Other matters not originally specified.
- E. Label each document "PROJECT RECORD" in printed letters.
- F. Keep record documents current. No progress payments will be made until record documents are verified by the Project Manager as being current.
- G. Do not permanently conceal any work until required information has been recorded.
- H. Methodology:
 - 1. Changes to Work are described by source documents, including, but not limited to, Field Directives (FD), Information Bulletins (IB), Requests for Information (RFI), and Requests for Proposals (RFP), and their attachments. (Reference Section 00700, Article 12.)
 - 2. Project Record drawings are to completely and clearly reflect all Changes to Work by graphically showing actual changes to dimensions, locations, materials, assemblies, and other conditions; by graphically deleting conditions replaced by such changes; and by indicating applicable source document's reference number. Such reference number shall not be the sole representation of Changes to Work shown on Project Record drawings.
 - 3. Where A/E furnishes supplemental drawings, Project Record drawings are to show both the A/E's supplemental drawing reference number and the source document's reference number at the affected location.

1.05 SUBMITTAL

- A. Prior to Final Completion of the Project, the Contractor and/or Subcontractors under his direction, shall submit records of changes on prints to Project Manager.
- B. Accompany submittal with transmittal letter, to Project Manager, containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. Title and number of each record document
 - 5. Certification that each document as submitted is complete and accurate.
 - 6. Signature of Contractor, or his authorized representative.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

OPERATION AND MAINTENANCE DATA

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 01400 - Quality Control
- C. Section 01410 - Testing Laboratory Services
- D. Section 01420 - Special Inspections
- E. Section 01600 - Materials and Equipment
- F. Section 01700 - Project Close-out
- G. Section 01750 – Close-out Forms
- H. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.03 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.04 FORMAT

- A. Prepare data in the form of an instructional manual.
- B. Electronic: Optical Character Recognition (OCR) formatted pdf document.
- C. Cover: Identify each pdf with a title "OPERATION AND MAINTENANCE INSTRUCTIONS"; identify title of Project; identify subject matter of contents.
- D. Provide bookmarked pdf for each separate product and system, with typed description of product and major component parts of equipment.
- E. Text: Manufacturer's printed or typewritten data.
- F. Drawings: Provide with O&M documents.
- G. Contents: Prepare a Table of Contents for each volume, with each Product or System description identified, in three parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: Operation and maintenance instructions arranged by and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.

1.05 CONTENTS, EACH VOLUME

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect/Engineer, Subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01400.
- F. Warranties and Bonds: Bind in copy of each.

1.06 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. (Provide information for re-ordering custom manufactured Products.)
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual Product specification sections.
- E. Provide a listing in Table of Contents for design data.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. Include color coded wiring diagrams as installed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor's coordination drawings, with color-coded piping diagrams as installed.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports as specified.
- O. Additional Requirements: As specified in individual Product specification sections.
- P. Provide a listing in Table of Contents for design data, with tabbed (fly sheet indexed) and space for insertion of data.

1.08 MANUALS

- A. Operating and Maintenance Manuals: Submit electronic manual for each identified category.
 - 1. Air Balance Report
 - 2. Building Commissioning Reports
 - 3. Materials and Finishes Manual
 - 4. Equipment and Systems Manual
 - 5. Digital and Pneumatic Controls Manual
 - 6. Fire Systems Manual
- B. Warranty and Special Warranty Manual: Submit electronic manuals.

1.09 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. For equipment requiring seasonal operation, provide instructions for all seasons
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.10 SUBMITTALS

- A. Submit copies of preliminary draft or proposed formats and outlines of contents before start of Work. Project Manager will review draft and return copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit advance copy of documents within ten days after acceptance. Include same information within final Operations and Maintenance documents.
- C. Submit draft copy of completed volumes 60 days following acceptance of Project Submittals. Allow 20 days for Architect review and return to Contractor. Provide Contractor resubmittal within 14 days. Allow 14 days for Architect review of resubmittal. Revise content of all document sets as required prior to final submission.
- D. Submit fully approved volumes within 115 days after acceptance of Submittals or 10 days prior to Substantial Completion, whichever occurs first.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

CLOSEOUT FORMS

PART 1. GENERAL

- 1.01 The following forms are to be submitted by the Contractor prior to final project closeout.
- 1.02 CERTIFICATION OF SUBSTANTIAL COMPLETION
- A. Use Anchorage School District Form 101 attached herein.
- 1.03 CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
- A. Use Anchorage School District Form 102 attached herein.
- 1.04 RELEASE ON CONTRACTS
- A. Use Anchorage School District Form 103 attached herein.
- 1.05 CONSENT OF SURETY COMPANY TO FINAL PAYMENT
- A. Use Anchorage School District Form 104 attached herein.
- 1.06 CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE
- A. Use Anchorage School District Form 105 attached herein.
- 1.07 CERTIFICATE OF COMPLIANCE
- A. The Contractor shall submit a notarized Certificate of Compliance, contained in this section, with his application for Final Payment.
- 1.08 WARRANTY OF WORK AFTER FINAL PAYMENT
- A. The Contractor shall furnish to the Owner a notarized Warranty of Work after Final Payment, contained in this section, with his application for Final Payment.
- 1.09 AHERA EXCLUSION DOCUMENT
- A. The Contractor shall furnish to the Owner a signed AHERA Exclusion Document, contained in this section, with his application for Final Payment.
- 1.10 DEPARTMENT OF LABOR NOTICE OF COMPLETION OF PUBLIC WORKS
- A. The Contractor shall furnish to the Owner a Notice of Completion of Public Works form approved by the Department of Labor with his application for Final Payment.
- 1.11 DEPARTMENT OF REVENUE TAX CLEARANCE REQUEST FORM
- A. For projects funded through the Department of Education (debt reimbursement or DEED grants), the Contractor shall furnish to the Owner a Tax Clearance Request Form approved by the Department of Revenue with his application for Final Payment.
- 1.12 DEPARTMENT OF LABOR TAX CLEARANCE REQUEST FORM
- A. For projects funded through the Department of Education (debt reimbursement or DEED

grants), the Contractor shall furnish to the Owner a Tax Clearance Request Form approved by the Department of Labor, with his application for Final Payment.

1.13 CLOSEOUT CHECKLIST

- A. The closeout checklist is designed to assist the contractor and project manager in the process of completing the project.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____ Contract Number: _____

Contractor: _____ Contract Date: _____

Architect: _____ Date of Issuance: _____

Owner: ANCHORAGE SCHOOL DISTRICT
1301 Labar Street
Anchorage, Alaska 99515

Project Description:

The work performed under this contract has been reviewed and found to be substantially complete. The date of Substantial Completion is hereby established as: _____

Definition of Date of Substantial Completion:

The date of substantial completion of the project is the date certified by the Owner when the work is substantially complete in accordance with, and defined in the Contract Documents.

A list of items to be completed or corrected, prepared by the Owner and verified and amended by the Architect is appended hereto. The failure to include any items or such list does not alter the responsibility of the Contractor to complete the project in accordance with the Contract Documents.

The Contractor will complete or correct the work on the list of items appended hereto within 30 days from the date of substantial completion.

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities, and insurance shall be as follows: _____

In reliance upon the certification of the Contractor and the Architect, the Owner hereby accepts the project as substantially complete. In accordance with the Contract Documents, the Owner hereby elects to assume occupancy of _____

_____ at _____ a.m./p.m. on _____

Owner: **ANCHORAGE SCHOOL DISTRICT**

By: _____ Title: _____ Date: _____

Architect:

By: _____ Title: _____ Date: _____

Contractor:

By: _____ Title: _____ Date: _____

ASD 101 (01/03)

**CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
ANCHORAGE SCHOOL DISTRICT**

WHEREAS, by the terms of a contract dated _____
Anchorage School District, and

entered into by the _____
for the construction of _____

The undersigned, pursuant to the General Conditions of the Contract for the construction, _____, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the District or his property might in any way be held responsible.

EXCEPTIONS:

IN WITNESS WHEREOF, the seal of the undersigned Contractor have been hereunto set this

day of

, at

By

being first duly sworn, say that I am the agent for and executed the foregoing under authority of said company to do so; that I have read the same, know the contents thereof, and the matters set forth therein are as I truly believe.

By

Subscribed and sworn to before me this _____ day of

, at _____

Notary Public in and for _____

My Commission Expires _____

ASDF Form 102

**RELEASE ON CONTRACT
ANCHORAGE SCHOOL DISTRICT**

WHEREAS, by the terms of a contract dated _____ entered into by the Anchorage School District,

and _____ for the construction of _____

_____, it is provided that:

"Neither the final payment nor the remaining retained percentage shall become due until the Contractor shall provide the Owner (1) with a waiver and release of liens, on the forms provided by the Owner, executed by the Contractor..."

NOW THEREFORE, in consideration of the premises and the payment by the Anchorage School District to the undersigned Contractor of the amounts due under the contract and any changes or modifications thereto, to wit, the sum

of \$ _____ Dollars,

(Numbers)

(In Words)

the undersigned Contractor hereby releases and forever discharges the Anchorage School District including its property, particularly that real property known as:

_____ of the Anchorage School District, of and from all manner of debts, dues and sum or sums of money, accounts, claims, and demands whatsoever, in Law and in equity, under or by virtue of said contract, and warrants good title to all material, supplies and equipment installed or incorporated in the project and all work delivered to the premises, together with all improvements and appurtenances constructed thereon by:

_____ to the Anchorage School District free of any claims, liens or encumbrances. Neither the undersigned nor any person, firm or corporation furnishing material or labor for any work covered by this Contract has any right to a lien upon the premises nor improvement thereon, except:

IN WITNESS WHEREOF, the signature of the undersigned Contractor has been hereunto set this

_____ day of _____, 20__, at _____, Alaska.

Signature: _____

Printed Name: _____

I, _____, being first duly sworn, say that I am the agent for and executed the foregoing under authority of said company to do so; that I have read the same, know the contents thereof, and the matters set forth therein are as I truly believe.

Signature: _____

Subscribed and sworn to before me this _____ day of _____, 20__, at _____, Alaska.

Notary Public in and for _____

My Commission Expires: _____.

ASD Form 103

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT****PROJECT:** _____ **PROJECT NUMBER:** _____**TO:** Anchorage School District **CONTRACT DATE:** _____**CONTRACTOR:** _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above:

(Surety Company)

on bond of

(Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to **Anchorage School District, Owner** as set forth in said Surety Company's bond. Surety expressly agrees that any and all valid claims of sub-Contractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in a timely manner

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this

day of _____, 20__.

Name of Surety Company

Attest

Signature of Authorized Representative_____
Title

ASD 104

**CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE
ANCHORAGE SCHOOL DISTRICT**

PROJECT:

PROJECT NUMBER:

TO: Anchorage School District

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above,
the:

_____ (Surety Company)

on bond of

_____ (Contractor)

HEREBY APPROVES OF THE REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE to the Contractor
as follows:

The surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the
Surety of any of its obligations to **ANCHORAGE SCHOOL DISTRICT, OWNER**

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this
day of .

Name of Surety Company

Attest

Signature of Authorized Representative

Title

ASDF Form 105

CERTIFICATE OF COMPLIANCE

No final payment shall be made until the Contractor shall file with the Owner, prior to acceptance of the work, a notarized Certification of Compliance in the following form:

The Contractor does hereby certify that all work has been performed and materials supplied in accordance with the Drawings, Specifications and Contract Documents for the above work, and that:

No less than the prevailing rates of wages as ascertained by the governing body of the Contracting Agency has been paid to laborers, workmen and mechanics employed on this work;

There have been no unauthorized substitutions of Subcontractors; nor have any subcontracts been entered into without prior notice having been submitted to the Owner prior to the start of such subcontracted work;

No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to the Owner together with the names of all Subcontractors;

All claims for material and labor and other paid service performed in connection with these specifications have been paid;

All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission, Hospital Associations and/or others have been paid.

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this

_____ day of _____, 20__.

(Firm Name)

(Signature)

(Title)

(Attest)

(SEAL IF BIDDER IS A CORPORATION)

As determined necessary, evidence of compliance may be required to be submitted with and made a part of this Certificate of Compliance.

WARRANTY OF WORK

Prior to Final Payment, the Contractor shall furnish to the Owner a Warranty of Work in the following form:

The Contractor does hereby warrant all work and materials to be in full and complete accordance with the Contract Documents and Agreement between Owner and Contractor, and requirements appertaining thereto; that all work and materials are free from any and all defects and imperfections, and fully suitable for the use and purposes for which each and every part is intended. The Contractor also agrees that, should any defect develop or appear which the Project Manager or Owner's Representative finds was Not caused by improper use, the Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material without any cost to the Owner and will save the Owner harmless against any claim, demand, loss or damage by reason of any breach of this warranty.

The period of this warranty shall commence on the date of Substantial Completion.

The warranty shall continue to be in full force and effect for the period of one (1) year, except for those items for which a longer period of warranty is specifically stated in the Warranties for work in Technical Sections of the Specifications.

Warranties for work stated in Technical Section shall continue in full force and effect for the respective periods expressly stated.

In WITNESS WHERE, the undersigned has signed and sealed this instrument this

_____ day of _____, 20____.

(Firm Name) _____

(Signature) _____

(Title) _____

(Attest) _____

(SEAL IF BIDDER IS A CORPORATION)

AHERA Exclusion Document

Contractor's Verification of Asbestos-Free Construction

Project: _____ **Project Number:** _____

Contractor: _____ **Date:** _____

To: Anchorage School District
Facilities Coordinator,
AHERA LEA Designated Person

To the best of our knowledge, no asbestos-containing building materials were installed in this project.

Attest: _____
Signature of Authorized Representative

Title

Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
www.labor.state.ak.us/lss/lss.htm



- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 30 working days for processing.

ENTER YOUR FAX # _____
AND LIST YOUR MAILING ADDRESS BELOW

Contractor, company or agency name, address, city, state & ZIP + 4

NOTICE OF COMPLETION OF PUBLIC WORKS

Additional Filing Fee May Be Required

Project Name	Contract #	
Contract awarding agency		
Address		
City	State	ZIP + 4
Contract awarding agency contact person		Phone #
Location and city where work was performed		
DOLWD Project #		
Project Completion Date		/ /

Primary contractor (has contract with the public agency)

IF YOU HAVE ALREADY PAID \$5,000 IN FEES FOR THIS PROJECT, OR IF YOU PREVIOUSLY PAID ALL FEES DUE AND DID NOT HAVE ANY INCREASES IN CONTRACT AMOUNTS ENTER "NONE" AND, SKIP TO CERTIFICATION. OTHERWISE, DESCRIBE ADDITIONAL WORK.

Description of additional contract/subcontract work performed	Name of contractor who performed this work	Amount of subcontract
CERTIFICATION: I hereby certify that the above information is correct. Enclosed is the additional filing fee computed at 1% of the total amount of all new contracts on this project, including the contract price of new work performed by the primary contractor not previously reported on the Notice of Work, up to a maximum of \$5,000. I also certify that all contractors who worked on this project complied with prevailing wage requirements as described in AS 36.05.010-.110 and AS 36.10.007-.990.	Total value of additional subcontracts	\$
	Additional value of work performed by primary contractor +	\$
	Amount subject to fee	\$
		Multiply by .01
	Supplemental fee enclosed = ROUND FEES TO NEAREST DOLLAR	\$
For Dept. Use Only		
Amount: _____ Check Number: _____ Cash _____ Received By: _____ Date: _____ Credit Card Confirmation _____ Visa _____ MC _____ Project Name _____ DOLWD Project # _____		
Wage & Hour date-stamped copy of this form will serve as temporary receipt.		
For Dept. Use Only		
T-36 Clearance Approved By _____ Department of Labor and Workforce Development		

D:\ie-temp\Temporary Internet Files\OLKF4\noticecompletionpublicworks.doc

(6/27/03)

How to expedite the processing of your form:

ERRORS THAT CAUSE REJECTION

No fee included or incorrect amount. If total contract amount is less than \$25,000 no filing fee is required. Contract amounts paid to owner/operators with no employees are exempt from the fee. **The maximum total filing fee for any one project is \$5,000.00.**

Missing - Value of work performed by primary contractor.

Missing – The name of each **NEW** subcontractor and the amount of the contract OR the name of existing subcontractors and the amount of any **NEW** work not previously reported on the Notice of Work.

Missing – Notice of Completion of Public Works must be signed by an authorized representative.

FILING INSTRUCTIONS

Additional fees are required for any increase in contract value, unless the maximum fee (\$5,000) has been paid.

If there is not enough space to list all required information on one form, use additional sheets. Please indicate at the top of each sheet "Page 1 of 2", "Page 2 of 2", etc. No other attachments will be accepted.

A Wage and Hour Administration (WH) date-stamped copy of this form will serve as a temporary receipt, while the acceptance of fees is processed. WH will mail or fax the approved copy of this form to the organization provided on the front of this form. Make a copy for your records. This will serve as your notice that the fees paid have been accepted by WH.

For questions call the nearest WH office:

Juneau: (907) 465-4842 Anchorage: (907) 269-4900 Fairbanks: (907) 451-2886

For more forms, see www.labor.state.ak.us/lss/lssforms.htm

Submit the notice and the appropriate filing fee to:

Alaska Department of Labor and Workforce Development
Wage and Hour Administration
3301 Eagle Street, Ste. 301
Anchorage, AK 99503-4149

If no fee is required, you may fax the notice to (907) 269-4915

**Alaska Department of Revenue
TAX CLEARANCE REQUEST FORM**

Applicant's Name: _____

EIN/SSN: _____

Mailing Address: _____

City/State/Zip Code: _____

I hereby authorize the Alaska Department of Revenue to release to

(Name of Department or Agency)

Department's Statute on tax clearance: _____

whose facsimile number or email address is _____.

confirmation that all taxes, penalties and interest due the Department of Revenue have been
paid and that there are no outstanding amounts due.

Signed: _____

Printed Name: _____

Title*: _____

*If tax clearance is being requested on behalf of a corporation/LLC/partnership, must be signed by an
officer/member/partner.

Send completed form by email to the Department of Revenue at DOR.tax.accounting@alaska.gov

DEPARTMENT USE ONLY

- ☐ *The above applicant is current on all taxes, penalties and interest due and
is in good standing with the Alaska Department of Revenue.*
- ☐ *The above applicant is not current on all taxes, penalties and interest due
and is not in good standing with the Alaska Department of Revenue.*

Department of Revenue Representative

Date

TaxClearanceRequestForm (Rev 2/21)



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Labor and Workforce
Development**

Division of Employment and Training Services
Employment Security Tax

P.O. Box 115509
Juneau, AK 99811-5509
Relay Alaska (in state): (800) 770-8973 or 7.1.1
Relay Alaska (out of state): (800) 770-8255
Toll free: (888) 448-2937
Phone: (907) 465-2787
Fax: (907) 465-2374

Tax Clearance Request Form for Contractors

Date of request: _____

Business name of the contractor a Tax Clearance is being requested for: _____

Business address: _____

Business contact phone number: _____

Federal Identification Number: _____

Alaska Employer Account Number: _____

Specific time period a tax clearance is being requested for (i.e. beginning and ending date of a subcontract agreement):

Subcontract project name: _____

Name and address of the person this Tax Clearance is to be returned to: _____

Comments or additional information: _____

For agency use only:

- ☐ Tax Clearance is granted
☐ Tax Clearance is not granted (please have employer contact the department)
☐ No account on file, liability unknown (please have employer contact the department)
☐ Employer has stated no employees, Tax Clearance not required.

Agency representative signature: _____ Date: _____

Agency representative title: _____

We are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. labor.alaska.gov/estax

Rev. 8/2018

Project Title: _____ Project Number: _____

PROJECT CLOSEOUT CHECKLIST	Number Required	Number & Date Delivered
Inspection Documents		
Substantial Completion Inspection Documents	1	
Substantial Completion Punch List	1	
Final Inspection Documents	1	
Final Inspection Punch List	1	
Certificate of Substantial Completion (ASD Form 101)	1	
Contractor Submittals		
As-built drawings to Engineer of Record (Section 01700)	1	
All project record documents (Section 01720)	1	
Maintenance and Operations Manuals – Electronic version – OCR pdf (Section 01730)	1	
Warranty and Special Warranty Manuals (Section 01730)	4	
Certificate of Domestic Water Disinfection (Section 01700)	2	
Warranty of Work (Section 01750)	1	
Certificate of Compliance (Section 01750)	1	
Building Officials Certificate of Mechanical and Electrical Inspection	3	
Building Official's Certificate of Occupancy	3	
Building Official's Certificate of Completion	3	
AHERA Response Action Report (RAR)	1	
AHERA Exclusion Document (Section 00630)	1	
Return school keys to lock shop	1	
Lock Shop Release Form (signed)	1	

Project Title: _____

Project Number: _____

PROJECT CLOSEOUT CHECKLIST	Number Required	Number & Date Delivered
Contractor's Affidavit of Payment of Debts and Claims (ASD Form 102)	1	
Consent of Surety Company to Final Payment (ASD Form 104)	1	
Release on Contract (ASD Form 103)	1	
Consent of Surety to Reduction in/or Partial Release of Retainage (ASD Form 105)	1	
Engineered As-built drawings and special system drawings on reproducible CD's (not zipped)	1	
Engineered As-built drawings and special system drawings on bond/blacklines	2	
Spare Parts deliverables	1	
Copy of Warranty for all items with Extended Warranty	1	
Notice of Completion of Public Works (Section 00630) (Approved DOL Clearance Form)	1	
Dept. of Revenue Tax Clearance Form (Section 00630) (Approved DOR Tax Clearance Form)	1	
Dept. of Labor Tax Clearance Form (Section 00630) (Approved DOL Tax Clearance Form)	1	
Apprenticeship Program - Purchasing release for final payment (projects over \$100,000)		
Final Application and Certificate for Payment (ASD Form 100A-C)	1	
Base Access Pass(s) returned to Visitor Control Center	NA	

Project Manager Signature

Date

END OF SECTION

UTILITY LOCATION REQUIREMENTS

PART 1. GENERAL

1.01 DESCRIPTION

- A. Upon receipt of written notification from any of public agencies or utilities that Contractor has caused damage to any facility, equipment or installation of agency, and Contractor failed to request a utility locate service from said utility at least two (2) normal business days prior to damage, or if locate services was properly requested, that damage was not approximately caused by error in locate service, Owner will withhold from forthcoming or accrued Contract payment, including advances, a sum sufficient to protect agency or utility from loss. Public agencies or utilities that provide notice of facility damage under this paragraph are:

Anchorage Water and Wastewater Utility
Alaska Communications Systems
Alaska Fiber Star
Alaska Native Medical Center
Alaska Railroad Corporation
Alyeska Cable / TelAlaska
Anchorage School District
Aircraft Service International Group
AT&T Alascom
Chugach Electric Association, Inc.
Department of Transportation Street Lights, State of Alaska
Enstar Natural Gas Company
Flint Hills Resources/Williams Alaska Pipeline
GCI Cable
Matanuska Electric Association
Matanuska Telephone Association
Municipality of Anchorage/Department of Public Works
Municipal Light & Power Utility
Tesoro Alaska Inc.

- B. Upon receipt of release of claim by notifying utility or upon judgment of a court having jurisdiction in matter and having established that Contractor is liable for a lesser amount or is not liable for damage, Owner will release excess funds to Contractor. Funds withheld pursuant to this provision shall not bear interest. Upon receipt of satisfactory evidence against Contractor in court of competent jurisdiction within sixty (60) days after discovery of damage, Owner shall release funds withheld pursuant to this provision.

1.02 PROTECTION OF UTILITIES

- A. Any pipes or other utilities encountered in excavation shall be shored up and cared for by Contractor as to leave them in a proper working condition until such times as Owner determines what shall be done with them.
- B. Any utilities mislocated or inadequately located by appropriate utility company which are damaged by Contractor shall not constitute reimbursement or time extensions to Contractor from Owner for repair(s) of work that Contractor performs.
- C. Contractor shall coordinate his work to cooperate with original utility service installed.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

HAZARDOUS MATERIALS ASSESSMENT

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. The Hazardous Materials Assessment for the proposed construction is included with these Contract Documents.

1.02 USE OF INFORMATION

- A. The Hazardous Materials Assessment is provided for the Contractor's information and use in the planning and performance of work in areas containing hazardous or potentially hazardous materials as outlined in Paragraph 1.03.

1. The information provided in the Hazardous Materials Assessment is based on samples collected in various locations of the building. Thus, the Owner and/or its Representative cannot guarantee or warrant that actual conditions encountered might not vary from the information presented in these reports.
2. The data reported in the Hazardous Materials Assessment is accurate to the best of the Owner's and its Representative's knowledge. The requirements contained in these specifications and in the relevant state and federal regulations pertaining to the performance of work in areas containing hazardous or potentially hazardous materials provide guidance for the contractor for performance of work in these areas. The Owner and its Representative disclaim all responsibility for the Contractor's erroneous conclusions regarding the information presented in these reports; the requirements contained in these specifications; and the requirements of applicable state and federal regulations pertaining to performance of work in these areas.
3. The Contractor shall be responsible for obtaining additional information if Contractor deems it necessary to carry out the work.

- B. It is highly recommended that the contractor visit the site to acquaint themselves with existing conditions.

- C. Attached Hazardous Materials Assessment

1.03 HAZARDOUS MATERIALS NOTIFICATION:

- A. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 0, 1 and 2 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

HAZARDOUS MATERIALS ASSESSMENT

BDEAHS MAIN GYM FLOORING AND BLEACHER REPLACEMENT

ANCHORAGE, ALASKA

Surveyed
February 3, and February 23, 2022

Report Date
February 7, 2025

EHS-ALASKA, INC.
ENGINEERING, HEALTH & SAFETY CONSULTANTS
11901 BUSINESS BLVD., SUITE 208
EAGLE RIVER, ALASKA 99577-7701

HAZARDOUS MATERIALS ASSESSMENT
BDEAHS MAIN GYM FLOORING AND BLEACHER REPLACEMENT

ANCHORAGE, ALASKA

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HAZARDOUS MATERIALS ASSESSMENT
BDEAHS MAIN GYM FLOORING AND BLEACHER REPLACEMENT

ANCHORAGE, ALASKA

OVERVIEW

Portions of the Bettye Davis East Anchorage High School, located in Anchorage, Alaska, were surveyed for the presence of asbestos-containing materials (ACM), and other potentially hazardous materials as a part of the design services for the BDEAHS Main Gym Flooring and Bleacher Replacement Project at the school for the Anchorage School District. The results of the gym flooring in both the upper and lower gyms indicate that the flooring contains mercury at levels which will require special treatment prior to disposal. This survey and past surveys also provided a "good faith" inspection for the presence of asbestos, lead, interior PCBs that may be disturbed during the flooring replacement project. The proposed work includes the disturbance, demolition, removal and disposal of lead-containing paints and/or lead-containing materials that is incidental to the renovation and remodeling project. Mr. John H. Lamont and Mr. Chris Ottosen of EHS-Alaska, Inc. (EHS-Alaska) conducted the inspections in February 2022. The information contained in this report summarizes the results of the limited sampling. Areas outside of the gym were not included in the survey. It will be the contractor's responsibility to take this baseline data, and to conduct hazardous materials removal in compliance with all regulatory requirements. This assessment includes data from previous inspections of the facility.

A. GENERALIZED REQUIREMENTS FOR HAZARDOUS MATERIALS

Potentially hazardous materials have been identified in Bettye Davis East Anchorage High School that will be affected by the proposed renovations. Those materials include asbestos, lead, polychlorinated biphenyls (PCBs) and mercury. Not all materials were tested for potentially hazardous components, other potentially hazardous materials, including those exterior to the building, such as contamination from underground fuel tanks may be present, but are not part of this report.

Buildings or portions of buildings that were constructed prior to 1978 which are residences, or contain day care facilities, kindergarten classes or other activities frequently visited by children under 6 years of age are classified as *child occupied facilities*. All work which is NOT classified as "minor repair and maintenance activities" (as defined by the regulations), that takes place in the "*child occupied*" portions of facilities must comply with the requirements of 40 CFR 745. This building is not classified as a *child occupied facility* and therefore the requirements of 40 CFR 745 are not applicable.

Only the materials that will be directly affected by this project are required to be removed. The quantities and types of materials are incorporated into the design documents for this renovation. The removal and disposal of potentially hazardous materials are highly regulated, and it is anticipated that removal and disposal of asbestos, lead and chemical hazards will be conducted by a subcontractor to the general contractor who is qualified for such removal. It is anticipated that the general contractor and other trades will be able to conduct their work using engineering controls and work practices to control worker exposure and to keep airborne contaminants out of occupied areas of the building. Refer to Section 01 35 45, Airborne Contaminant Control.

Settled and concealed dusts in areas not subject to routine cleaning are present throughout the building, including the roof, and inside and on top of architectural, mechanical, electrical, and structural elements, and those dusts have been identified to contain regulated air contaminants. This should not be read to imply that there is an existing hazard to building occupants (normal occupants of the building as opposed to construction workers working in the affected areas). However, depending on the specific work items involved and on the means and methods employed when working in the affected areas, construction workers could be exposed to regulated air contaminants from those dusts in excess of the OSHA Permissible Exposure Limits (PELs).

The settled and concealed dusts were examined and sampled by an EPA Certified Building Inspector and this report identifies the locations, sampling data and test results. The inspector determined that the dusts are not “asbestos debris” from an asbestos-containing building material (ACBM). The inspector also determined that the dusts do not contain more than one percent (1%) asbestos by weight, and therefore are not an asbestos-containing material (ACM). Reference 40 CFR 763.83.

“Awareness training” (typically 2 hours) and possibly respiratory protection will be required for all Contractor Personnel who will be disturbing the dusts. The extent of the training and protective measures will depend upon the airborne concentrations measured during air monitoring of the contractors work force, which depends on the means and methods employed to control the dusts. The air monitoring may be discontinued following a “negative exposure assessment” showing that worker exposures are below the OSHA permissible exposure limits for the type of work and means and methods employed. Previous air monitoring from similar jobs with similar conditions may be used as historical data to establish a “negative exposure assessment”.

B. BUILDING DESCRIPTION

This Hazardous Materials Assessment does not include areas outside of the Pool/Gym Building. The Pool/Gym building at Bettye Davis East Anchorage High School was originally constructed in 1975. There have been several renovation projects in the building which include: a 1976 project that modified the north stairwell entry and added a roll-up door to the south stairwell entry; a 1979 project that modified the pool drain system; a 1979 project that covered the existing built-up roof over the pool with new insulation and a membrane with gravel ballast; a 1981 project in the Lower Gym that added a spray-on cellulose insulation to an existing acoustical treatment, wire mesh and fabric to the ceiling, new lighting, and operable basketball backstops; a 1986 project that added concessions stands, a ticket office, and a corridor to the Pool; a 1988 project that repainted the exterior of the building; a 1991 project that renovated the Pool area; a 1992 project that upgraded the existing fire alarm system; a 1992 project that added an elevator to the corridor to the south of the building; a 1996 project that removed the existing built-up roof over all portions of the Pool/Gym building, except the Pool, and added a newer sloped built-up roof; a 1999 project that added new lighting and Tectum ceiling tiles to the Lower Gym; a 1999 project that replaced water piping throughout the building; a 1999 project that upgraded portions of the existing telecommunications and power systems; a 2000 project which provided further upgrades to the telecommunications system; a 2001 project that modified the utilities metering systems to account for differences in ownership between the Municipality of Anchorage operated Pool and other areas operated by the ASD; a 2003 project that replaced the roofing over the Pool; a 2004 project that replaced the hot water heater and appurtenances in the Pool area; a 2008 project that upgraded the existing door hardware in the ASD owned portions of the building; a 2009 project that modified the piping and HVAC systems in the south fan room and southwest mechanical rooms; a 2009 project that repaired the existing fire detection and alarm systems in the building; a 2013 project that replaced the lighting throughout the Pool area; and a 2020 Sports Complex Improvements project that renovated many of the Locker Room portions of the building, and a 2023 project to conduct earthquake repairs.

Floor finishes throughout the Gym/Pool building varied. The corridors and vestibules typically had a vinyl asbestos tile, while the restrooms and shower areas in the locker rooms typically had a ceramic floor tile. The Upper & Lower Gym had a poured mercury-containing rubber floor, and the south Boy's Locker Room Office had carpet. The north and south stairwells had an asbestos-containing rubber floor and stair treads, and the remaining areas typically had bare concrete or vinyl asbestos tile. Additional information on Mercury and rubber flooring are included in this Assessment.

Wall finishes throughout the building varied. The locker rooms typically had exposed concrete masonry unit (CMU) or poured concrete walls, with ceramic wall tiles in the shower areas, and a fiber reinforced plastic panels in the toilet areas. The restrooms typically had ceramic wall tiles or exposed CMU. The vestibules and corridors typically had poured concrete walls with isolated areas of gypsum wall board or a modified plywood paneling. The Lower Gym had poured concrete walls, medium density overlay (MDO) plywood paneling, and a Tectum paneling on the upper portions of the walls. The Upper Gym had MDO plywood paneling and poured concrete walls. The Exercise Rooms had a metal-faced “Panel 15” over

gypsum wall board. The mechanical and fan rooms typically had exposed concrete walls with areas of gypsum wall board. The remaining areas typically had exposed CMU or poured concrete walls.

Ceiling finishes also varied throughout the building. The Upper and Lower Gyms had a lay-in Tectum ceiling tile, and the Pool had a "normal" acoustic lay-in ceiling tile system. The Exercise Rooms had exposed concrete structure ceilings, as well as the fan and mechanical rooms, except for the South Fan Room which had a gypsum board ceiling. A portion of the downstairs corridor had a non-asbestos-containing "Popcorn" ceiling texture applied directly to the concrete structure, located above a "Tectum" ceiling which was installed in 2021, which had an asbestos-containing smoothing compound on the concrete. The remaining areas typically had gypsum wall board ceilings or had exposed concrete structure.

The exterior of the building is constructed of pre-cast concrete panels and is painted with an asbestos-containing textured paint which had areas of damage. The roofing over the Pool area appeared to be an Inverted Roof Membrane Assembly (IRMA) which is consistent with record drawings from the 2003 Roof Replacement Project. On all other areas of the building there appeared to be a built-up roof with granulated torch-down sheeting as the top layer.

The building heating and ventilation was provided via various equipment in mechanical rooms on the bottom level, along with two fan rooms on the upper levels.

C. SAMPLING AND ANALYSIS

1. Asbestos-Containing Materials

The survey included sampling of suspect ACM materials that are likely to be disturbed during the gym rubber flooring replacement project. Table 1B through 1I include sampling from previous asbestos surveys. Refer to the AHERA asbestos management plan available for review in the Anchorage School District offices for information on previous sampling in areas outside of the Gym/Pool building, which are not included in this report. Additional testing of materials pertinent to the project, including asbestos and lead in dust samples was previously conducted and is included in this report.

The samples were analyzed for the presence of asbestos by polarized light microscopy (PLM), the method of analysis recommended by the U.S. Environmental Protection Agency (EPA) to determine the composition of suspected asbestos-containing materials (EPA method 600/M4-82-020). Only materials containing more than 1% total asbestos were classified as "asbestos-containing" based on EPA and the Occupational Safety and Health Administration (OSHA) criteria. Samples that were analyzed to have less than 10% asbestos were "point-counted" by the laboratory for more accuracy. Samples that are listed as having a "Trace by Point Count" had asbestos fibers found in the material, but the fibers were not present at the counting grids. Table 1 in Part D below contains a summary list of the asbestos bulk samples and the applicable results.

Limited sampling of dust was conducted in the Pool/Gym area during a previous survey which included 2 "microvac" samples of dust taken according to the American Society for Testing and Materials (ASTM) Standard D5756 protocol. ASTM Standard D5756 is used to determine the percentage of asbestos by weight. The "microvacuum" technique collected the dust samples, by pulling air through a 2 mm "tygon" tube into a 25 mm, 0.8µm mixed cellulose ester filter cassette by means of a battery operated vacuum pump operating at 2 liters of air per minute. Dust was collected from a surface that measured 100 square centimeters (cm²). The dust in the filter cassette was then analyzed at the laboratory. The D5756 samples had the asbestos content reported as both a weight percentage and as the number of asbestos structures per unit area of sampled surface (St./cm²). Table 2 in Part D below contains a summary of the mass concentration asbestos dust samples and the applicable results.

The Mass Concentration dust samples were analyzed for asbestos content by International Asbestos Testing Laboratories (IATL), Mt. Laurel, New Jersey a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

The Bulk Asbestos samples were analyzed for asbestos content by International Asbestos Testing Laboratories (IATL). Previous Bulk Asbestos samples were analyzed by McCrone Associates - Atlanta, Asbestos Consulting and Testing Division of Lilburn, GA; AQC Professional Engineering & Testing Services of Anchorage, AK; Northern Testing Laboratories, Inc. of Anchorage, AK; Analytical Solutions, Inc. of Broomfield, CO; and by White Environmental Consultants of Anchorage Alaska, all of which were also NVLAP accredited laboratories.

EPA regulations under 40 CFR 763 requires the use of Polarized Light Microscopy (PLM) to determine whether or not a material contains asbestos. While PLM analysis does a good job for most materials, it does have some limitations, both in the size of the fibers that are visible under a standard optical microscope, and because the organic matrix that the fibers are bound within can obscure the fibers. At the discretion of the building inspector and the client, some types of samples may be analyzed or re-analyzed by what is called TEM NOB, or Transmission Electron Microscopy for Non-Friable Organically Bound materials. TEM NOB is the definitive method for determining if asbestos is present, but TEM NOB use is not required by the EPA. TEM NOB analysis was not done for this project.

Field survey data sheets and laboratory reports of the bulk samples are included in Appendix A. Field survey data sheets and laboratory reports of the dust sampling for asbestos are included in Appendix B. Drawings showing sample locations are included as Appendix F.

2. Lead-Containing Materials

Nearly all surfaces in the Pool/Gym area were coated with paint and most surfaces had been repainted. EHS-Alaska previously tested paint throughout the building using a Heuresis Pb200i X-Ray Fluorescence (XRF) lead paint analyzer (Serial # 1770 with software version 4.0-21). The lead testing conducted was not a Lead-Based Paint Inspection or Screening as defined by Department of Housing and Urban Development (HUD) or EPA regulations but was done to test surfaces that may be representative of those likely to be affected by this project. If surfaces and materials other than those tested are identified, the Contractor shall test and treat appropriately. Refer to the Lead Analyzer Test Results Table in Appendix E that identifies the surfaces tested, and the results. All surfaces affected by this project may not have been tested and therefore additional sampling may be required to refute the presence of lead-based paints in child occupied facilities regulated by 40 CFR 745. The Lead Test Locations are shown in Appendix F.

A Previous survey included wipe samples of dust in the Pool/Gym area taken in November 2009. The lead dust samples were typically taken adjacent to the dust samples for asbestos described above. Dust was collected using ASTM E1728-99 protocol from a surface that measured 100 square centimeters (cm²), using a towelette, manufactured especially for lead dust sampling. The dust on the wipe was then analyzed at the laboratory using Flame Atomic Absorption Spectrometry, (FAAS), according to the EPA SW 846:6010:7420 method. The lead content was reported as a concentration of micrograms of lead per square foot of surface sampled (µg/ft²). Table 3 in Part D below contains a summary list of the lead dust samples and the applicable results.

EPA and the Department of Housing and Urban Development (HUD) have defined lead-based paint as any paint or other surface coating that contains lead equal to or in excess of 1.0 milligram per square centimeter (mg/cm²) or 0.5 percent by weight. XRF results are classified as positive (lead is present at 1.0 mg/cm² or greater), negative (less than 1.0 mg/cm² of lead was present) or inconclusive (the XRF could not make a conclusive positive or negative determination). Tests that were invalid due to operator error are shown as void tests.

A Performance Characteristic Sheet (PCS) for the Heuresis Pb200i is available upon request. This PCS data provides supplemental information to be used in conjunction with Chapter 7 of the "HUD Guidelines". Performance parameters provided in the PCS are applicable when operating the instrument using the manufacturer's instructions and the procedures described in Chapter 7 of the "HUD Guidelines". The instrument was operated in accordance with manufacturer's instructions and Chapter 7 of the HUD

Guidelines. No substrate correction is required for this instrument. There is no inconclusive classification for this instrument when using the 1.0 mg/cm² threshold.

3. Mercury-containing Flooring Testing Procedure

EHS-Alaska collected one each bulk sample of the rubber gym flooring in the upper and lower gyms from under bleachers or a threshold. Two samples were collected from the lower gym floor, but one was held for potential future analysis. One sample from the lower and one sample from the upper gym floor were analyzed for "Total Mercury" content using analytical method 7471A. Samples having less than 1 mg/kg (ppm) of mercury is an indication that mercury was not used as a catalyst. For floors that have more than 1 mg/kg (ppm) of mercury, the samples were re-analyzed using Mercury Toxicity Characteristic Leaching Procedure (TCLP) 7470A analytical method to determine if the rubber flooring would be considered a hazardous waste, or as a "special treatment" hazardous waste.

Per the lab's instructions, a minimum sample mass of 29 grams was submitted for total mercury. The samples were submitted to EMSL Analytical, Inc., Indianapolis, IN. EMSL Analytical, Inc is an American Industrial Hygiene Association (AIHA) accredited laboratory.

D. SURVEY RESULTS

1. Asbestos-Containing Materials

The following Table 1A lists the samples taken in the Gym February in 2022, and the results of the laboratory analysis. Asbestos field survey data sheets and laboratory reports are included as Appendix A. Refer to Appendix F for sample locations. Table 1B through 1I include sampling results from previous surveys in and around the gym area; some of these materials may have been removed by the previous projects but are included here to illustrate similar materials from the eras of construction.

TABLE 1A

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0222-A01	Off-white pliable sealant for poured rubber floor to metal supply air duct penetration thru concrete floor slab	Lower Gym: North side; between floor and covered supply air duct. Photo 23	None Detected
EB0222-A02	Light grey cementitious expansion joint filler	Lower Gym: North side; between poured concrete slab sections. Photo 33	None Detected
EB0222-A03	White skim coat on plywood wall panel, possibly thick paint	Lower Gym: East wall near north corner. Photo 42	None Detected
EB0222-A04	White skim coat on plywood wall panel, possibly thick paint	Lower Gym: East wall south near southeast entrance to gym. Photo 44	None Detected
EB0222-A05	White skim coat on plywood wall panel, possibly thick paint	Lower Gym: West wall at south corner. Photo 49	None Detected
EB0222-A06	White skim coat on plywood wall panel, possibly thick paint	Lower Gym: North wall between bleachers. Photo 54	None Detected
EB0222-A07	White skim coat on plywood wall panel, possibly thick paint	Lower Gym: South wall between bleachers. Photo 46	None Detected

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

The following Table 1B lists the samples taken in the Gym/Pool area in September 2018, October 2018, June 2019, and June 2020 and the results of the laboratory analysis. Asbestos field survey data sheets and laboratory reports are included as Appendix A. Refer to Appendix F for sample locations.

TABLE 1B

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A01	(CB1) Cove base, 4" black; with dark brown mastic	Inside of closet in South Boy's Locker Room – Photo 36	None Detected Both Layers
EB0918-A02	(CB2) Cove base, 6" black; with tan mastic; with white plaster	Southwest corner of South Boy's Locker Room – Photo 37	None Detected All Layers
EB0918-A03	(FT1) Floor tile, 12" x 12" grey with black, white, and blue "pebbles"; with tan mastic	South side of South Boy's Locker Room – Photo 38	None Detected Both Layers
EB0918-A04	White grout for ceramic wall tile	East side of South Boy's Locker Room in shower area – Photo 55	None Detected
EB0918-A05	Ceramic floor tile base; with grey grout; with tan mastic	East side of South Boy's Locker Room in shower area – Photo 55	None Detected All Layers
EB0918-A06	Tan mastic for ceramic wall tile	East side of South Boy's Locker Room in shower area – Photo 57	None Detected
EB0918-A07	Grey mortar for ceramic wall tile; with white "thinset"	On CMU wall around shower area in South Boy's Locker Room – Photo 56	None Detected Both Layers
EB0918-A08	Grey mortar for ceramic floor tile	In shower area of South Boy's Locker Room – Photo N/A	None Detected
EB0918-A09	Tan carpet mastic	Under carpet in South Boy's Locker Room Office – Photo 68	None Detected
EB0918-A10	Grey cementitious, possibly "sacking"	On base of concrete column in South Boy's Locker Room – Photo 69	None Detected
EB0918-A11	(FT2) Floor tile, 12" x 12" solid red; with tan mastic	West side of South Boy's Locker Room – Photo 70	None Detected Both Layers
EB0918-A12	Black tarry lining for clock/speaker box housing	North side of South Boy's Locker Room Office – Photo 72	8.3% Chrysotile
EB0918-A13	(FT3) Floor tile, 12" x 12" beige with white and brown streaks; with black mastic	In vestibule for South Boy's Locker Room – Photo 73	FT: 0.5% Chrysotile; Mastic: 6.3% Chrysotile

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A14	(FT3) Floor tile, 12" x 12" beige with white and brown streaks; with black mastic	In vestibule for North Boy's Locker Room – Photo 110	FT: 0.75% Chrysotile; Mastic: 10% Chrysotile
EB0918-A15	(CB1) Cove base, 4" black; with dark brown mastic; with off-white mastic; with grey cementitious, possibly "sacking"	On base of concrete column in North Boy's Locker Room – Photo 111	None Detected All Layers
EB0918-A16	Tan mastic for ceramic wall tile; with white grout	East side of North Boy's Locker Room shower area – Photo 112	None Detected Both Layers
EB0918-A17	Ceramic floor tile; with grey grout	In shower area of North Boy's Locker Room – Photo 113	None Detected Both Layers
EB0918-A18	Tan mastic for fiber reinforced plastic wall panel	On west side of toilet area in North Boy's Locker Room – Photo 114	None Detected
EB0918-A19	Tan mastic for Styrofoam insulation	Above ceiling on east side of North Boy's Locker Room – Photo 129	None Detected
EB0918-A20	Solid tan 12" x 12" floor tile; with black mastic	In area of replacement floor tiles near center of Gym Lobby – Photo 159	FT: None Detected; Mastic: 5.8% Chrysotile
EB0918-A21	Solid dark pink 12" x 12" floor tile with black mastic	In area of replacement floor tiles near center of Gym Lobby – Photo 159	None Detected
EB0918-A22	(FT5) Floor tile, 12" x 12" beige with brown and tan streaks; with tan mastic	Around floor grate in northeast Gym Vestibule – Photo 160	None Detected Both Layers
EB0918-A23	(FT4) Floor tile, 12" x 12" white with black streaks; with tan mastic	In northeast Gym Vestibule – Photo 161	None Detected Both Layers
EB0918-A24	(FT5) Floor tile, 12" x 12" beige with brown and tan streaks; with tan mastic	Around floor grate in southeast Gym "Vestibule" – Photo 162	None Detected Both Layers
EB0918-A25	White joint compound	Above ceiling on gypsum board wall around Room 119 – Photo 168	None Detected
EB0918-A26	White gypsum wall board	Above ceiling on gypsum board wall around Room 119 – Photo 170	None Detected
EB0918-A27	(LCT1) Lay-in ceiling tile, 2' x 4' white with 1/8"-1/4" W x 1/2"-1 1/2" LG fissures and ø1/32"-ø1/8" holes	In corridor area outside of Room 119 – Photo 171	None Detected
EB0918-A28	(LCT1) Lay-in ceiling tile, 2' x 4' white with 1/8"-1/4" W x 1/2"-1 1/2" LG fissures and ø1/32"-ø1/8" holes	In corridor area outside of Room 119 – Photo 172	None Detected

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A29	White joint compound	On wood wall covering on wall around doors to north stairwell – Photo 174	None Detected
EB0918-A30	Black and white stair tread; with dark brown mastic	On north stairwell – Photo 175	Tread: 2.2% Chrysotile; Mastic: None Detected
EB0918-A31	Black stair stringer; with dark brown mastic	At bottom of north stairwell – Photo 176	Stringer: 1.1% Chrysotile; Mastic: None Detected
EB0918-A32	Dark pink coating on drinking fountain	Inside of Lower Gym Storage Room – Photo 192	2.0% Chrysotile
EB0918-A33	White caulking on metal door frame	Inside of Lower Gym Storage Room – Photo 195	None Detected
EB0918-A34	(FT6) Floor tile, 12" x 12", beige with white and grey streaks; with black mastic	South side of corridor to the south of the Upper Gym – Photo 209	FT: 3.5% Chrysotile; Mastic: 1.8% Chrysotile
EB0918-A35	(FT6) Floor tile, 12" x 12", beige with white and grey streaks; with black mastic	Outside of Room 136A in corridor to the south of the Upper Gym – Photo 210	FT: 3.1% Chrysotile; Mastic: 1.7% Chrysotile
EB0918-A36	(LCT2) Lay-in ceiling tile, 2' x 4' white with small random fissures and pinholes	In corridor to the south of the Upper Gym – Photo 217	None Detected
EB0918-A37	(LCT3) Lay-in ceiling tile, 2' x 4' white with 1/4" W squiggly fissures and pinholes	In corridor to the south of the Upper Gym – Photo 219	None Detected
EB0918-A38	Tan mastic for Styrofoam insulation	Above ceiling on south side of corridor to the south of the Upper Gym – Photo 222	None Detected
EB0918-A39	White grout for ceramic wall tile	Inside of pipe chase for toilets in West Girl's Locker Room – Photo 234	None Detected
EB0918-A40	White grout for ceramic wall tile	Inside of pipe chase for toilets in East Girl's Locker Room – Photo 240	None Detected
EB0918-A41	Dark brown mastic for cove base	On north side of West Girl's Locker Room – Photo 260	None Detected
EB0918-A42	White gypsum wall board	On south side of shower area in West Girl's Locker Room – Photo 264	None Detected
EB0918-A43	White gypsum wall board	On north side of West Girl's Locker Room near shower area – Photo 266	None Detected
EB0918-A44	Light tan mastic for ceramic floor tile curb	On north side of West Girl's Locker Room near shower area – Photo 265	None Detected
EB0918-A45	Grey grout for ceramic floor tile curb	On north side of West Girl's Locker Room near shower area – Photo 265	None Detected

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A46	Black tarry lining for clock/speaker box housing	West side of East Girl's Locker Room Office – Photo 270	2.5% Chrysotile
EB0918-A47	Light tan mastic for ceramic floor tile curb; with white “thinset”; with black mastic	On north side of East Girl's Locker Room Office at shower area – Photo 295	None Detected All Layers
EB0918-A48	Grey duct seam sealant	On sheet metal ducting near center of North Fan Room – Photo 304	None Detected
EB0918-A49	Grey cementitious, possibly “sacking”; with dark grey cementitious material	On north side of Upper Gym – Photo 383	None Detected Both Layers
EB0918-A50	White skim coat	On wood wall on west side of Upper Gym – Photo 384	None Detected
EB0918-A51	White skim coat	On wood wall on west side of Upper Gym – Photo 385	None Detected
EB0918-A52	White skim coat	On wood wall on east side of Upper Gym – Photo 386	None Detected
EB0918-A53	White skim coat	On wood wall on east side of Upper Gym – Photo 388	None Detected
EB0918-A54	White skim coat	On wood wall on east side of Upper Gym – Photo 389	None Detected
EB0918-A55	Ceramic wall tile; with white grout; with tan mastic	Loose inside of pipe chase in storage room in corridor to the north of the Upper Gym – Photo 402	None Detected All Layers
EB0918-A56	White caulking	On wood chase on east side of Room 130 – Photo 426	None Detected
EB0918-A57	Off-white cementitious material	Above ceiling behind Styrofoam insulation on north side of corridor to the north of the Upper Gym – Photo 441	None Detected
EB0918-A58	Dark red duct seam sealant	On sheet metal ducting near return/relief air junction near center of south Fan Room – Photo 367	1.7% Chrysotile
EB0918-A59	(FT1) Floor tile, 12” x 12” grey with black, white, and blue “pebbles”; with tan mastic	South side of South Boy's Locker Room – Photo 443	None Detected Both Layers
EB0918-A60	(CB2) Cove base, 6” black; with off-white mastic	West wall of South Boy's Locker Room – Photo 444	None Detected Both Layers
EB0918-A61	(FT5) Floor tile, 12” x 12” beige with brown and tan streaks; with tan mastic	Around floor grate in northwest Gym Vestibule – Photo 445	None Detected Both Layers
EB0918-A62	(FT4) Floor tile, 12” x 12” white with black streaks; with black/tan mastic	In northwest Gym Vestibule – Photo 446	FT: None Detected; Mastic: 1.4% Chrysotile

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A63	(FT2) Floor tile, 12" x 12" solid red; with tan mastic	West side of South Boy's Locker Room – Photo 442	None Detected Both Layers
EB0918-A64	Off-white fluffy spray-on acoustical insulation	South side of Upper Gym above ceiling at "inside 90" of concrete "T" beam – Photo 06	None Detected
EB0918-A65	Grey cementitious, possibly sacking	On east wall of Upper Gym above plywood infill panels – Photo 14	15% Chrysotile
EB0918-A66	Off-white fluffy spray-on acoustical insulation	East side of Upper Gym above ceiling at horizontal "roof deck" portion of concrete "T" beam – Photo 15	None Detected
EB0918-A67	Grey-green duct seam sealant	At heating coil duct flange at northwest corner of PEL 106 Storage – Photo 32	None Detected
EB0918-A68	White joint compound	South wall of north concession stand behind light switch cover plate – Photo 46	None Detected
EB0918-A69	White gypsum wall board	South wall of north concession stand behind light switch cover plate – Photo 46	None Detected
EB0918-A70	Black sink undercoating	On bottom of stainless steel sink on west side of north concession stand – Photo 47	1.2% Chrysotile
EB0918-A71	Off-white fluffy spray-on acoustical insulation	West side of Lower Gym above ceiling on side of concrete "T" beam – Photo 57	None Detected
EB0918-A72	Off-white fluffy spray-on acoustical insulation	Near center of Lower Gym above ceiling on side and bottom of concrete "T" beam – Photo 64	None Detected
EB0918-A73	Off-white fluffy spray-on acoustical insulation	Southeast side of Lower Gym above ceiling on side and bottom of concrete "T" beam – Photo 72	None Detected
EB0918-A74	Off-white fluffy spray-on acoustical insulation	Southeast side of Lower Gym above ceiling on duct – Photo 74	None Detected
EB0918-A75	White joint compound	North wall of south concession stand behind light switch cover plate – Photo 75	None Detected
EB0918-A76	(CB1) Cove base, 4" black; with brown mastic	North wall of south concession stand – Photo 76	None Detected Both Layers
EB0918-A77	Tan mastic for ceramic wall tile	East side of "Public" Women's Restroom – Photo 83	None Detected
EB0918-A78	Exterior textured paint: white cementitious layer; with beige cementitious layer	North exterior of Pool/Gym complex at damaged area – Photo 139	White: None Detected; Beige: 2.4% Chrysotile

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A79	Black felt paper	Inside of plumbing chase for Pool locker room toilets on south (Women's) side – Photo 35	None Detected
EB0918-A80	Black felt paper	Inside of plumbing chase for Pool locker room toilets on north (Men's) side – Photo 36	None Detected
EB0918-A81	Black cove base mastic remnants	On base of CMU wall on east side of Women's Pool Locker Room – Photo 37	None Detected
EB0918-A82	(CB1) Cove base, 4" black; with tan mastic	On west side of entry room for Women's Pool Locker Room – Photo 38	None Detected Both Layers
EB0918-A83	White door frame sealant	On west side of entry room for Women's Pool Locker Room – Photo 39	None Detected
EB0918-A84	Off-white fluffy spray-on acoustical insulation	Northeast side of Pool above ceiling on bottom of concrete "T" beam – Photo 61	None Detected
EB0918-A85	(LCT-4) Lay-in ceiling tile, 2' x 4' white with rounded directional fissures and $\phi 1/32$ "- $\phi 1/16$ " holes	Northeast side of Pool – Photo T11	None Detected
EB0918-A86	Built-up roof materials: black tar; with black felt; with brown "Perlite"	Northeast side of Pool loose on ceiling tiles – Photo T13	None Detected Both Layers
EB0918-A87	Off-white fluffy spray-on acoustical insulation	Southwest side of Pool above ceiling on bottom of concrete "T" beam – Photo T26	None Detected
EB0918-A88	(LCT-4) Lay-in ceiling tile, 2' x 4' white with rounded directional fissures and $\phi 1/32$ "- $\phi 1/16$ " holes	Southwest side of Pool – Photo T27	None Detected
EB0918-A89	Built-up roof materials: black tar; with black felt; with brown "Perlite"	Southwest side of Pool loose on ceiling tiles – Photo T28	None Detected Both Layers
EB0918-A90	Black cove base mastic remnants	On base of CMU wing wall near center of Pool Janitor's Room – Photo 88	None Detected
EB0918-A91	White door frame sealant	On north side of Pool Janitor's Room – Photo 89	None Detected
EB0918-A92	White joint compound; with white gypsum wall board	Ceiling at southwest side of Pool Viewing Corridor – Photo 97	None Detected Both Layers
EB0918-A93	White gypsum wall board	Ceiling at southwest side of Pool Viewing Corridor – Photo 97	None Detected
EB0918-A94	White joint compound	West wall of Pool – Photo T31	None Detected
EB0918-A95	White joint compound	North wall of Pool – Photo T33	None Detected
EB0918-A96	White joint compound	Southeast corner of Pool – Photo 98	None Detected

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A97	White joint compound	Under bleachers on south side of Pool – Photo 99	None Detected
EB0918-A98	White gypsum wall board; with white joint compound	Under bleachers on south side of Pool – Photo 99	None Detected Both Layers
EB0918-A99	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 01: north side of roof above Wrestling Classroom PEL 201 in field – Photo 48	None Detected
EB0918-A100	Black hot mop tar; with brown “fesco” board	Roof Core 01: north side of roof above Wrestling Classroom PEL 201 in field – Photo 49	None Detected
EB0918-A101	Black multi-ply tarry felt paper vapor retarder	Roof Core 01: north side of roof above Wrestling Classroom PEL 201 in field – Photo 50	None Detected
EB0918-A102	Black tar on concrete roof deck	Roof Core 01: north side of roof above Wrestling Classroom PEL 201 in field – Photo 51	None Detected
EB0918-A103	Black roofing tar	On sidewall between flashing and roof membrane on west side of north fan room – Photo 53	None Detected
EB0918-A104	Black roofing tar	On seam of mineral cap built-up roof sheet on west side of roof above Wrestling Classroom PEL 201 – Photo 54	None Detected
EB0918-A105	Black roofing tar remnant	On sidewall below louver on east wall of north fan room – Photo 56	None Detected
EB0918-A106	Black roofing tar on parapet	Between parapet and concrete sidewall on east side of roof above Wrestling Classroom PEL 202 – Photo 54	None Detected
EB0918-A107	Black roofing tar	Inside of roof drain bowl near center of roof above Wrestling Classroom PEL 202 – Photo 59	None Detected
EB0918-A108	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 02: south side of roof above Wrestling Classroom PEL 202 adjacent to sidewall – Photo 65	None Detected
EB0918-A109	Black hot mop tar; with brown “fesco” board	Roof Core 02: south side of roof above Wrestling Classroom PEL 202 adjacent to sidewall – Photo 66	None Detected
EB0918-A110	Black multi-ply tarry felt paper vapor retarder	Roof Core 02: south side of roof above Wrestling Classroom PEL 202 adjacent to sidewall – Photo 67	None Detected
EB0918-A111	Black tar on concrete roof deck	Roof Core 02: south side of roof above Wrestling Classroom PEL 202 adjacent to sidewall – Photo 68	None Detected

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A112	Black multi-ply tarry felt paper vapor retarder	Roof Core 02: south side of roof above Wrestling Classroom PEL 202 on sidewall – Photo 69	None Detected
EB0918-A113	Black tar on concrete sidewall	Roof Core 02: south side of roof above Wrestling Classroom PEL 202 on sidewall – Photo 69	1.2% Chrysotile
EB0918-A114	Black roofing tar; with black felt paper	Inside of roof drain bowl at northwest corner of roof above Main Gymnasium PEL 129 – Photo 71	None Detected
EB0918-A115	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 03: north side of roof above Main Gymnasium PEL 129 adjacent to parapet wall – Photo 73	None Detected
EB0918-A116	Black hot mop tar; with brown “fesco” board	Roof Core 03: north side of roof above Main Gymnasium PEL 129 adjacent to parapet wall – Photo 74	None Detected
EB0918-A117	Black multi-ply tarry felt paper vapor retarder	Roof Core 03: north side of roof above Main Gymnasium PEL 129 adjacent to parapet wall – Photo 75	None Detected
EB0918-A118	Black tar on concrete roof deck	Roof Core 03: north side of roof above Main Gymnasium PEL 129 adjacent to parapet wall – Photo 76	None Detected
EB0918-A119	Black multi-ply tarry felt paper vapor retarder	Roof Core 03: north side of roof above Main Gymnasium PEL 129 on parapet wall – Photo 77	None Detected
EB0918-A120	Black tar on concrete parapet wall	Roof Core 03: north side of roof above Main Gymnasium PEL 129 on parapet wall – Photo 77	None Detected
EB0918-A121	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 04: northwest side of roof above Main Gymnasium PEL 129 in field – Photo 79	None Detected
EB0918-A122	Black hot mop tar; with brown “fesco” board	Roof Core 04: northwest side of roof above Main Gymnasium PEL 129 in field – Photo 80	None Detected Both Layers
EB0918-A123	Black multi-ply tarry felt paper vapor retarder	Roof Core 04: northwest side of roof above Main Gymnasium PEL 129 in field – Photo 81	None Detected
EB0918-A124	Black tar on concrete roof deck	Roof Core 04: northwest side of roof above Main Gymnasium PEL 129 in field – Photo 82	0.25% Chrysotile
EB0918-A125	Black roofing tar	On seam of mineral cap built-up roof sheet on south side of roof above Main Gymnasium PEL 129 – Photo 84	None Detected

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A126	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 05: southeast side of roof above Main Gymnasium PEL 129 in field – Photo 86	None Detected
EB0918-A127	Black hot mop tar; with brown “fesco” board	Roof Core 05: southeast side of roof above Main Gymnasium PEL 129 in field – Photo 87	None Detected Both Layers
EB0918-A128	Black multi-ply tarry felt paper vapor retarder	Roof Core 05: southeast side of roof above Main Gymnasium PEL 129 in field – Photo 88	None Detected
EB0918-A129	Black tar on concrete roof deck	Roof Core 05: southeast side of roof above Main Gymnasium PEL 129 in field – Photo 89	None Detected
EB0918-A130	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 06: west side of roof above Girls Locker Room PEL 208 adjacent to sidewall – Photo 91	None Detected
EB0918-A131	Black hot mop tar; with brown “fesco” board	Roof Core 06: west side of roof above Girls Locker Room PEL 208 adjacent to sidewall – Photo 92	None Detected Both Layers
EB0918-A132	Black multi-ply tarry felt paper vapor retarder	Roof Core 06: west side of roof above Girls Locker Room PEL 208 adjacent to sidewall – Photo 93	None Detected
EB0918-A133	Black tar on concrete roof deck; with grey concrete	Roof Core 06: west side of roof above Girls Locker Room PEL 208 adjacent to sidewall – Photo 94	None Detected Both Layers
EB0918-A134	Black multi-ply tarry felt paper vapor retarder	Roof Core 06: west side of roof above Girls Locker Room PEL 208 on sidewall – Photo 95	None Detected
EB0918-A135	Black tar on concrete sidewall	Roof Core 06: west side of roof above Girls Locker Room PEL 208 on sidewall – Photo 95	None Detected
EB0918-A136	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 07: south side of roof above Fitness Room PEL 205 in field – Photo 97	None Detected
EB0918-A137	Black hot mop tar; with brown “fesco” board	Roof Core 07: south side of roof above Fitness Room PEL 205 in field – Photo 98	None Detected Both Layers
EB0918-A138	Black multi-ply tarry felt paper vapor retarder	Roof Core 07: south side of roof above Fitness Room PEL 205 in field – Photo 99	None Detected
EB0918-A139	Black tar on concrete roof deck	Roof Core 07: south side of roof above Fitness Room PEL 205 in field – Photo 100	None Detected
EB0918-A140	Black roof patch tar	On VTR on north side of roof above south fan room – Photo 102	None Detected

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A141	Grey roof patch tar	On VTR on north side of roof above south fan room – Photo 103	None Detected
EB0918-A142	Black roofing tar	On seam of mineral cap built-up roof sheet on west side of roof above south fan room – Photo 104	None Detected
EB0918-A143	Black roofing tar	Inside of roof drain bowl near center of roof above south fan room – Photo 106	None Detected
EB0918-A144	Black roofing tar remnant	On concrete sidewall on south side of roof above Fitness Room PEL 205 – Photo 107	None Detected
EB0918-A145	Black roofing tar	On seam of mineral cap built-up roof sheet on north side of roof above Fitness Room PEL 205 – Photo 108	None Detected
EB0918-A146	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 08: west side of roof above Fitness Room PEL 205 adjacent to parapet wall – Photo 110	None Detected
EB0918-A147	Black hot mop tar; with brown “fesco” board	Roof Core 08: west side of roof above Fitness Room PEL 205 adjacent to parapet wall – Photo 111	None Detected Both Layers
EB0918-A148	Black multi-ply tarry felt paper vapor retarder	Roof Core 08: west side of roof above Fitness Room PEL 205 adjacent to parapet wall – Photo 112	None Detected
EB0918-A149	Black tar on concrete roof deck	Roof Core 08: west side of roof above Fitness Room PEL 205 adjacent to parapet wall – Photo 113	None Detected
EB0918-A150	Black multi-ply tarry felt paper vapor retarder	Roof Core 08: west side of roof above Fitness Room PEL 205 on parapet wall – Photo 114	None Detected
EB0918-A151	Black tar on concrete parapet wall	Roof Core 08: west side of roof above Fitness Room PEL 205 on parapet wall – Photo 114	None Detected
EB0918-A152	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 09: west side of roof above south fan room in field – Photo 116	None Detected
EB0918-A153	Black hot mop tar; with brown “fesco” board	Roof Core 09: west side of roof above south fan room in field – Photo 117	None Detected Both Layers
EB0918-A154	Black multi-ply tarry felt paper vapor retarder	Roof Core 09: west side of roof above south fan room in field – Photo 118	None Detected

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A155	Black tar on concrete roof deck	Roof Core 09: west side of roof above south fan room in field – Photo 119	None Detected
EB0918-A156	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 10: north side of roof above south fan room adjacent to parapet wall – Photo 121	None Detected
EB0918-A157	Black hot mop tar; with brown “fesco” board	Roof Core 10: north side of roof above south fan room adjacent to parapet wall – Photo 122	None Detected Both Layers
EB0918-A158	Black multi-ply tarry felt paper vapor retarder	Roof Core 10: north side of roof above south fan room adjacent to parapet wall – Photo 123	None Detected
EB0918-A159	Black tar on concrete roof deck	Roof Core 10: north side of roof above south fan room adjacent to parapet wall – Photo 124	None Detected
EB0918-A160	Black multi-ply tarry felt paper vapor retarder; with black tar on concrete parapet wall	Roof Core 10: north side of roof above south fan room on parapet wall – Photo 125	None Detected
EB0918-A161	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 11: south side of roof above north fan room in field – Photo 127	None Detected
EB0918-A162	Black hot mop tar; with brown “fesco” board	Roof Core 11: south side of roof above north fan room in field – Photo 128	None Detected Both Layers
EB0918-A163	Black multi-ply tarry felt paper vapor retarder	Roof Core 11: south side of roof above north fan room in field – Photo 129	None Detected
EB0918-A164	Black tar on concrete roof deck	Roof Core 11: south side of roof above north fan room in field – Photo 130	None Detected
EB0918-A165	Black granulated multi-ply mineral cap built up roof sheet	Roof Core 12: west side of roof above north fan room adjacent to parapet wall – Photo 132	None Detected
EB0918-A166	Black hot mop tar; with brown “fesco” board	Roof Core 12: west side of roof above north fan room adjacent to parapet wall – Photo 133	None Detected
EB0918-A167	Black multi-ply tarry felt paper vapor retarder	Roof Core 12: west side of roof above north fan room adjacent to parapet wall – Photo 134	None Detected
EB0918-A168	Black tar on concrete roof deck	Roof Core 12: west side of roof above north fan room adjacent to parapet wall – Photo 135	None Detected
EB0918-A169	Black multi-ply tarry felt paper vapor retarder; with black tar on concrete parapet wall	Roof Core 12: west side of roof above north fan room on parapet wall – Photo 136	None Detected

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A170	Black mastic for "Marlite" wall panel; with brown "Marlite"	North wall of Staff Lockers PEL 140A adjacent to shower – Photo 163	None Detected Both Layers
EB0918-A171	Mauve ceramic floor tile; with white grout; with orange "tab" mastic; with grey mortar	Northeast corner of Mens Lockers PEL M1 – Photo 176	None Detected All Layers
EB0918-A172	Grey mortar for ceramic floor tile	Northeast corner of Mens Lockers PEL M1 – Photo 176	None Detected
EB0918-A173	Mauve ceramic floor tile; with white grout; with orange "tab" mastic; with grey mortar	Northwest corner of Mens Lockers PEL M1 – Photo 178	None Detected All Layers
EB0918-A174	Grey mortar for ceramic floor tile	Northwest corner of Mens Lockers PEL M1 – Photo 178	None Detected
EB0918-A175	Tan mastic for ceramic wall tile; with white grout	East side of shower area in Mens Lockers PEL M1 – Photo 179	None Detected (Analyzed as one layer)
EB0918-A176	Grey mortar for ceramic wall tile	East side of shower area in Mens Lockers PEL M1 – Photo 179	None Detected
EB0918-A177	Ceramic wall tile; with tan mastic for ceramic wall tile; with white grout	West side of shower area in Mens Lockers PEL M1 – Photo 180	None Detected All Layers
EB0918-A178	Grey mortar for ceramic wall tile	West side of shower area in Mens Lockers PEL M1 – Photo 180	None Detected
Samples Collected on June 04, 2020			
EB0918-A179	Spray-on "popcorn" ceiling material	At hallway to Gym from main corridor – Photo 01	None Detected
EB0918-A180	Sacking under spray-on "popcorn" ceiling material	At hallway to Gym from main corridor – Photo 01	5% Chrysotile
EB0918-A181	Surface spray-on "popcorn" ceiling material	North end of corridor on top of "waffle" between beams – Photo 02	None Detected
EB0918-A182	Surface spray-on "popcorn" ceiling material	Bottom of beam on Gym side near center of main corridor – Photo 03	None Detected
EB0918-A183	Surface spray-on "popcorn" ceiling material	Vertical surface of beam above entrance to Women's Locker Room – Photo 04	None Detected
EB0918-A184	Spray-on "popcorn" ceiling material	Vertical surface of beam above entrance to Women's Locker Room – Photo 05	None Detected
EB0918-A185	Overspray from spray-on "popcorn" ceiling material	South side of main corridor in junction box – Photo 06	None Detected
EB0918-A186	Debris from spray-on "popcorn" ceiling material	Loose on ceiling above PEL112 – Photo 07	None Detected

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB0918-A187	Tar of roof deck	Low roof above Gym near mechanical curb – Photo 26	2% Chrysotile
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

The following Table 1C includes samples taken in November 2009 in the Pool/Gym area, and the results of the laboratory analysis. Asbestos field survey data sheets and laboratory reports are included as Appendix A. Refer to Appendix F for sample locations.

TABLE 1C

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EHG1109-A1	Joint Compound	Upper, North Mech Rm, 301, East wall, at bottom of furred, insulated wall, 4-12:22	2.3% Chrysotile
EHG1109-A2	Gray gasket on heat return, at check valve	Upper, North Mech Rm, 301, above main coil at supply fan	35% Chrysotile
EHG1109-A3	Vinyl duct jacket, with clear mastic	Upper, North Mech Rm, 301, above preheat coil at supply fan, 4-12:29	None Detected, both layers
EHG1109-A4	Sprayed-on Acoustic Material, fluffy dirty white with smaller, whiter chunks	Upper Gym, Rm 205, west of west backstop, on surface, not under-layer, of duct, 4-13:04	None Detected
EHG1109-A5	Sprayed-on Acoustic Material, fluffy dirty white with smaller, whiter chunks	Upper Gym, Rm 205, west of west backstop, closest to duct, at a knock-on joint 4-13:04	None Detected
EHG1109-A6	Sprayed-on Acoustic Material, fluffy dirty white with smaller, whiter chunks	Upper Gym, Rm 205, west of west backstop, at transition between SP and conc Tee 4-13:04	None Detected
EHG1109-A7	Sprayed-on Acoustic Material, fluffy dirty white with smaller, whiter chunks	Upper Gym, Rm 205, SW corner, adjacent to soffit, on conc deck at crack 4-13:17	None Detected
EHG1109-A8	Sprayed-on Acoustic Material, fluffy dirty white with smaller, whiter chunks	Upper Gym, Rm 205, SW corner, adjacent to soffit, on leg of Tee, 4-13:17	None Detected
EHG1109-A9	Rubber Gasket and clear mastic	Upper, North Mech Rm, 301, at door near preheat coil at supply fan, 4-14:05	None Detected
EHG1109-A10	Black coating inside Fan Box	Upper, North Mech Rm, 301, adjacent to abandoned Enthalpy Wheel at supply fan, 4-14:15	None Detected
EHG1109-A11	Gypsum wall board; with joint compound	Upper, North Mech Rm, 301, West wall, at bottom of furred, insulated wall, 4-14:40	None Detected in GWB; 1.9% chrysotile in JC

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EHG1109-A12	Gray-green sacking on concrete	2nd Level, Janitor Closet 229 at south wall, adjacent to stairs to Mech Rm, 4-14:31	None Detected
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

The following Table 1D lists the samples taken in April 2009 at the South Pool Fan Room in the Pool/Gym Building, and the results of the laboratory analysis. Asbestos field survey data sheets and laboratory reports are included as Appendix A. Refer to Appendix F for sample locations.

TABLE 1D,

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
East42009-A01	White joint compound	1st level grids 21 and T at wall	3% Chrysotile
East42009- A02	AH-34 Insulation, dark fibrous cloth like	Penthouse grids 25.5 & O.5 underside of AH34 at seam	None Detected
East42009- A03	Black vibration cloth	AH34 Grid 25 & P Penthouse @ Overhead duct	None Detected
East42009-A04	Grey fibrous Insulation at piping penetration	AH35 at piping penetration	None Detected
East42009-A05	AHU door sealant gasket	AH35 @ end vent door filter replacement access	None Detected
East42009-A06	Grey fibrous Insulation for AHU	AH35 at end of metal duct at vibration cloth and fiberglass duct union	None Detected
East42009-A07	Brown putty on side of fan unit	Fan 37 duct at grid S.5 and 24	None Detected
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

The following Table 1E includes samples taken in April 2001 in the Pool/Gym area in areas affected by the work and the results of the laboratory analysis. Asbestos field survey data sheets and laboratory reports are included as Appendix A. Refer to Appendix F for sample locations.

TABLE 1E

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB401-A1	Textured Paint	Exterior wall of Pool Boiler/Filter Rm, by louvers	None Detected
EB401-A2	Greenish Concrete Coating	Inside pipe chase of Men's bathroom at Boiler Rm. pnl	None Detected
EB401-A3	Paint on CMU	Behind door to Boiler Rm. from Pool	None Detected

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB401-A4	Joint compound and paint	By door to lobby from Boiler Room	2.6% Chrysotile
EB401-A5	Concrete coating & paint	At pool side of door to Boiler Rm. from Pool	None Detected
EB401-A6	Joint compound, no paint	Pool Elec Rm. SE Corner	3.1% Chrysotile
EB401-A7	Greenish concrete coating	Pool Elec Rm. NW Corner	None Detected
EB401-A8	Greenish concrete coating	Pool lower fan Rm., by door	None Detected
EB401-A9	Joint compound & gyp	Ceiling of spectator hall	None Detected
EB401-A10	Concrete coating & paint	Pool 1st Aid Rm. E wall	None Detected
EB401-A11	Sand	Above clg of spectator hall	None Detected
EB401-A12	Joint compound & gyp, no paint	Pool upper fan room at underside of S wall by door	3.2% Chrysotile
EB401-A13	White, putty-like sticky insul	At cooling coil penetration of Pool AHU, upper fan Rm.	13% Chrysotile
EB401-A14	Greenish concrete coating	Near A12, at lower wall	None Detected
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

TABLE 1F includes samples taken in August 1999 in the Pool/Gym Building, and the results of the laboratory analysis. Asbestos field survey data sheets and laboratory reports are included in Appendix A. Only field sketches of sample locations are included for the samples in Appendix F. Refer to the location descriptions.

TABLE 1F

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB899-1	Pink Fibrous	On SS DF/Spittoon in gym elec/store rm A1	1.8% Chrysotile
EB899-2	White plaster	SE corner of gym Elec/store rm A1	None Detected
EB899-3	Lt Tan Plaster	Vest to S. boys locker	None Detected
EB899-4	White texture (popcorn)	Corridor 6000 – N end 4' from East wall	None Detected
EB899-5	Plaster ceiling, scratch, finish	Corridor 6000 – N end at East wall	None Detected
EB899-6	Plaster ceiling, scratch, finish	Corridor 6000 – N end at center of exp. joint	None Detected
EB899-7	Popcorn texture (possibly a lower layer contaminant)	Corridor 6000 outside pool entrance	1.5% Chrysotile
EB899-8	Plaster soffit, scratch, finish	Corridor 6000 outside pool entrance	None Detected
EB899-9	Popcorn ceiling	Corridor 6000 outside entrance to girls toilet	None Detected
EB899-10	Plaster ceiling, scratch, finish	Soffit by entrance to pool viewing	None Detected

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<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB899-11	Gasket on heat pipe flange valve	N. boys locker room	25% Chrysotile
EB899-12	Cream FRP mastic	N. boys locker room at urinal	None Detected
EB899-13	Brown mastic on Styrofoam	East wall, N. boys locker by vest.	None Detected
EB899-14	Plaster ceiling, scratch, finish	N. Boys locker room	None Detected
EB899-15	Cream FRP mastic	S. boys locker room @ urinal	None Detected
EB899-16	Red gasket on cold water TEE	S. boys locker room	None Detected
EB899-17	Tan paper under plaster	Pipe chase @ girls locker room	None Detected
EB899-18	Popcorn ceiling texture	Corridor 6000 at entrance to women's locker room	None Detected
EB899-19	Popcorn ceiling texture	Corridor 6000 above roll up door to gym	None Detected
EB899-20	Fitting on flange, cold water	Flange to CW bypass, Pool Mech Rm.	None Detected
EB899-21	Hard fitting @ flange	ELL past check valve on CW supply @ gage Pool Mech. rm.	None Detected
EB899-22	Hard fitting @ flange	Ell @ top of CW loop above gage Pool mech. room	None Detected
EB899-23	Gasket at check valve	CW gage loop Pool Mech Rm.	40% Chrysotile
EB899-24	Joint compound	Pool Mech. Rm. At wall to pool	None Detected
EB899-25	Gypsum board	Pool Mech. Rm. @ wall to pool at vent	None Detected
EB899-26	Boiler stack insulation	Pool Mech Rm. At outlet	None Detected
EB899-27	Boiler stack insulation	Pool Mech Rm. At 1" iron pipe near ceiling	None Detected
EB899-28	Boiler stack insulation	Pool Mech Rm. At mid of slanted piece	None Detected
EB899-29	Plaster ceiling, scratch, finish	Boys south locker rm. by towel room	None Detected
EB899-A30	White Fibrous Pipe insulation	Rm 131, north side of room at flange near floor penetration to upper floor	None Detected
EB899-A31	Brown flange gasket	On same flange as sample A31	None Detected
EB899-A32	Painted gray plaster	Upper level, Wms Shower Rm 906 outside of room 907's NE corner	None Detected
EB899-A33	Painted gray plaster	Upper level, Wms Locker Rm 926 at N end of S Partition on S wall	None Detected
EB899-A34	White outer layer of plaster	Upper level, Wms Toilet Rm 917 5' from N Wall and 5' from E Wall	None Detected
EB899-A35	Gray inner layer of plaster	Same location as A34	None Detected

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EB899-A36	LCT-1, 2x4 straw weave pattern	Upper level, N Exit Corridor 902, W side near middle of wall to Men's Toilet Rm 903	None Detected
EB899-A37	LCT-1, 2x4 straw weave pattern	NW corner of Upper level, N Exit Corridor 902	None Detected
EB899-A38	LCT-1, 2x4 straw weave pattern	E wall of Upper level, N Exit Corridor 902, outside Janitor 931	None Detected
EB899-A39	LCT-2, 2x4 small dot galaxy pattern	SW corner of Upper level, S Exit Corridor 918	None Detected
EB899-A40	LCT-2, 2x4 small dot galaxy pattern	Upper level, S Exit Corridor 918, near wall to Storage 909	None Detected
EB899-A41	LCT-3, 2x4 1" fissures, cross panel	Upper level, S Exit Corridor 918, near wall to Storage 919	None Detected
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

The following Table 1G lists the samples taken in the Pool/Gym area in February 1995 during an AHERA inspection, and the results of the laboratory analysis. NOTE: Samples not taken in the Pool/Gym area are not included in this table. Asbestos field survey data sheets and laboratory reports are included as Appendix A. Refer to Appendix F for sample locations.

TABLE 1G

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
ES17	Spray-on insulation	Lower Gym, southeast side	None Detected
ES18	Spray-on insulation	Lower Gym, southcentral section	None Detected
ES19	Spray-on insulation	Lower Gym, southcentral section	None Detected
ES20	Spray-on insulation	Lower Gym, southeast section	None Detected
ES21	Spray-on insulation	Lower Gym, northeast section	None Detected
ES22	Spray-on insulation	Lower Gym, northcentral section	None Detected
ES23	Spray-on insulation	Lower Gym, northwest side	None Detected
ES24	Spray-on insulation	Lower Gym, northwest side	None Detected
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

The following Table 1H lists the samples taken in the Pool/Gym area in June 1990 during an AHERA inspection, and the results of the laboratory analysis. NOTE: Samples not taken in the Pool/Gym area are not included in this table. Asbestos field survey data sheets and laboratory reports are included as Appendix A. Refer to Appendix F for sample locations.

TABLE 1H

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
EHS-12	Spray-on insulation	Southwest side of Lower Gym	None Detected
EHS-13	Spray-on insulation	Upper Gym	None Detected
EHS-A	Ceiling texture	North side of Pool Lobby	None Detected
EHS-B	Ceiling texture	Near center of Pool Lobby	None Detected
EHS-C	Ceiling texture	South side of Pool Lobby	None Detected
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

The following Table 11 lists the samples taken in the Pool/Gym area in September 1983 during the original Friable Asbestos in Schools inspections, and the results of the laboratory analysis. Asbestos laboratory reports are included as Appendix A. There are no asbestos field data sheets or sample location drawings for this sampling. Note that these "positive" ceiling texture samples were actually likely to be contaminated by the "Sacking" on the concrete, as evidenced by later sampling.

TABLE 11

<i>SAMPLE NUMBER</i>	<i>MATERIAL</i>	<i>LOCATION</i>	<i>ASBESTOS CONTENT</i>
AK 256	White fibrous spongy ceiling material	Pool Area	None Detected
AK 443	White fluffy cottony ceiling material	Pool Area	None Detected
AK D443	White fibrous ceiling material	Pool Area	None Detected
AK 442	White powdery ceiling material	Foyer outside Pool area	2% Chrysotile
AK D442	White powdery and fibrous ceiling material	Foyer outside Pool area	2% Chrysotile
AK 282	White clumpy ceiling material with fibers	Foyer outside Pool area	5% Chrysotile
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

The following materials have been found to contain asbestos in this or previous surveys in the Pool/Gym building or were assumed to contain asbestos. Refer to AHERA plans for materials in other portions of Bettye Davis East Anchorage High School.

1. Gypsum board systems (walls, ceilings, soffits, etc.) with asbestos-containing joint compound (confirmed asbestos).
2. Concrete smoothing compounds ("sacking") (confirmed asbestos).
3. Exterior textured paint (confirmed asbestos).
4. Vinyl asbestos tile, vinyl composition tile, and associated asbestos-containing black flooring mastic (confirmed asbestos).
5. Tarry lining of clock-speaker box housings (confirmed asbestos).
6. Undercoating on the bottom of stainless steel sinks and drinking fountains (confirmed asbestos).

7. Dark red duct seam sealants (confirmed asbestos).
8. White penetration putties (confirmed asbestos).
9. Flange gaskets and valve packings on piping systems (confirmed asbestos).
10. Concealed roofing materials (confirmed asbestos).

The following materials have been found to be asbestos-free in this or previous surveys in the Pool/Gym building but is not to be considered a complete list of asbestos-free materials.

- Plaster walls and ceilings.
- All sizes and patterns of lay-in ceiling tiles.
- Fluffy, off-white spray-on cellulose-type acoustic insulation in the Lower and Upper Gyms.

The effects of the above asbestos-containing materials on the proposed renovation are discussed below.

Gypsum Board Systems with Asbestos-Containing Joint Compound

Asbestos-containing joint compound was identified in the original gypsum board systems throughout the Pool/Gym building. The joint compound was generally in good condition with localized areas of damage and is not considered friable unless damaged. The gypsum board systems with asbestos-containing joint compound are anticipated to require minor disturbance by this project.

Concrete Smoothing Compounds ("Sacking")

An asbestos-containing smoothing compound was identified on the originally exposed/finished surfaces of the concrete walls throughout the Pool/Gym building from the original construction, including the upper walls of the Upper Gym and underneath the "Popcorn" acoustic texture at the Pool/Gym Lobby. Samples of a cementitious material were collected from numerous other locations in the Pool/Gym area that did not contain asbestos, however, because the material is typically covered by paint the actual extent of the material is unknown. It is assumed that the material was used throughout all of the Pool/Gym building on concrete structures that required a smooth finish for aesthetic reasons (i.e., not in the mechanical or fan rooms). Other portions of East High School which were constructed as part of the same contract in 1975 were also found to have an asbestos-containing sacking. The smoothing compound was in good condition and is not considered friable. The smoothing compound is not anticipated to require disturbance by this project.

Exterior Textured Paint

An asbestos-containing textured paint was identified on the exterior of the Pool/Gym building. Although this material was typically in good condition there are localized areas of damage, including some larger areas where the material has completely separated from the building. The material is not considered friable unless damaged or disturbed. The exterior paint will require minor disturbance by this project.

Vinyl Asbestos Tile, Vinyl Composition Tile, and Associated Black Flooring Mastic

Several colors and patterns of 12" x 12" floor tiles are present throughout the Pool/Gym building. A vinyl asbestos tile and asbestos-containing black flooring mastic was used throughout most of the vestibule and corridor areas. A decorative pattern was made with several types of floor tiles near the center of the Pool/Gym Foyer in 1986. Not all colors and patterns of floor tile were sampled in this area, and although the tile sampled in this area did not contain asbestos, the tiles were contaminated by the original asbestos-containing flooring mastics. In the north vestibules, an asbestos-containing black/tan flooring mastic was also identified under a non-asbestos-containing floor tile. The asbestos-containing black/tan flooring mastic appears to be isolated to the north vestibules and is likely to be a contamination from the original asbestos-containing black flooring mastic. The various colors and patterns of floor tiles and flooring mastics were in good condition and are not considered friable. The floor tiles and mastics will be partially removed by this project.

Tarry Lining of Clock-Speaker Box Housings

A black tarry lining was identified inside of clock-speaker housings that is asbestos-containing. The material was in good condition and is not considered friable. The speaker boxes with the tarry lining are not scheduled for disturbance by this project.

Coatings on Stainless Steel Drinking Fountains and Sinks

A pink asbestos-containing coating was identified on the concealed portions of stainless steel drinking fountains in the Pool/Gym building. In addition, a stainless steel sink with an asbestos-containing black coating was identified in one of the concession rooms. The coatings were in good condition and are not considered friable. The sinks and drinking fountains are not scheduled for disturbance by this project.

Dark Red Duct Seam Sealants

An asbestos-containing dark red duct seam sealant was identified in the South Fan Room. The sealant appeared to have only been used at one location, but it is possible that the sealant could have been used at other locations not encountered during the survey. The sealant was in good condition and is not considered friable and is not scheduled for disturbance by this project.

White Penetration Putties

A previous survey identified a white penetration putty in the North Fan Room. The material was not noted at other locations during the 2018 survey but may be present at locations that were not encountered during the survey. The putty is assumed to be in good condition and not friable. The putty is not scheduled for disturbance by this project.

Flange Gaskets and Valve Packings

Previous surveys have identified various colors of asbestos-containing flange gaskets in the Pool/Gym building. Only orange rubber gaskets were noted during the survey however, it is likely that asbestos-containing gaskets and valve packings do exist on portions of piping in the Pool/Gym building. The flange gaskets and valve packings are assumed to be in good condition and are not considered friable, however, they may become friable during removal. The flange gaskets and valve packings are not scheduled for disturbance by this project.

Roofing Materials

Asbestos-containing tars were identified on the original concrete sidewalls and roof deck of the Sports Complex. An asbestos-containing mastic was previously identified on the tops of the concrete parapet walls. Neither material is considered friable. No roofing materials are scheduled for disturbance by this project.

2. Dust Sampling for Asbestos

The following Table 2A lists the dust samples for asbestos taken in in November 2009 in the North Fan Room of the Pool/Gym Building, and the results of the laboratory analysis by both ASTM D5755 and D5756. Dust sample field survey data sheets and laboratory reports are included as Appendix B. Refer to Appendix F for sample locations.

TABLE 2A

<i>SAMPLE NUMBER</i>	<i>DESCRIPTIO N</i>	<i>LOCATION</i>	<i>RESULTS ASBESTOS St./cm² *</i>	<i>RESULTS PERCENTAGE ASBESTOS</i>
EHG1109-AD1	Dust on metal, 10cm x 10cm	Upper, North Mechanical Room 301, bottom inside return air duct at east wall, 4-12:37	37,000.0 Chrysotile	0.0000493%
EHG1109-AD2	Dust on metal, 10cm x 10cm	Upper, North Mechanical Room 301, bottom inside of outside air duct plenum at north wall, 4-13:50	5,280.0 Chrysotile	0.000591%

* The St./cm² results by ASTM D5755 and D5756 are not directly comparable due to differences in sample preparation. The D5756 results are primarily meant to determine the weight percentage. Refer to discussion in Part E below.

3. Lead-Containing Materials

Lead-Testing

EHS-Alaska previously tested paint and other materials throughout the building using a Heuresis XRF lead paint analyzer. Lead in paints tested varied from a trace amount to 0.79 mg/cm². Lead in other materials tested varied from a trace amount to 16.59 mg/cm². Refer to the Lead Analyzer Test Results Table in Appendix E that identifies the surfaces tested, and the results. The Lead Test Locations are shown in the Drawings in Appendix F.

Paints

There were varying lead contents found in the paints, based on what surfaces they are on, with most surfaces containing little lead (but are still classified as lead-containing materials by OSHA). The highest levels of lead were found on metal door frames, with lower levels on walls and other painted surfaces, and lowest levels on pre-finished materials.

Lead based paints (paint containing more than 1.0 mg/cm² of lead) were not identified in the Pool/Gym building but may be present on surfaces which were not sampled during the survey however, it is anticipated that other components which are hidden, concealed, or otherwise not tested may be painted with lead-based paint. Lead was detected at very low levels in most of the painted floor, wall and ceiling surfaces. XRF testing is not able to "prove" that "no" lead exists in the paint. Low levels of lead found by XRF testing does not mean that the paints are free of lead, the paints may contain lead. However, these paints may not present a hazard to occupants or workers performing renovation or demolition if lead-safe work practices are followed.

Ceramic Wall Tile and Glazing

Relatively high concentrations of lead were found in the glazing of ceramic wall, while the glazing of ceramic floor tiles and ceramic plumbing fixtures contained lower lead levels. The concentrations of lead in ceramic glazing compounds should not be compared to lead-based paint criteria, as the glazing is inherently less likely to cause lead to be present in dusts or on surfaces, where it can be ingested. Lead in ceramic tile glazing may not pose a hazard to occupants, or workers performing renovation or demolition if lead-safe work practices are followed. All ceramic tiles and fixtures in the facility should be assumed to contain lead.

Plastic Components

Relatively low concentrations of lead were found in plastic components, such as plastic bathroom partitions and the Gym bleachers. The concentrations of lead in plastic compounds should not be compared to lead-based paint criteria. Lead in plastic compounds may have surface deterioration and if not cleaned regularly, lead may be present in dusts or on surfaces, where it can be ingested. Lead in plastic compounds may not pose a hazard to occupants, or workers performing renovation or demolition if good work practices are followed.

Metallic Lead in Batteries, Pipe Solder and Flashing

Metallic lead items identified in the building included lead solder at copper piping (assumed), poured lead sealants at bell and spigot joints of waste and vent piping, lead flashings on VTRs and at clamping rings at roof drain bowls, and lead acid batteries in emergency lights and other battery backup equipment. If removed during renovation or demolition they should be recycled or disposed of as hazardous waste.

Lead Dusts

The following Table 3A lists the lead dust samples taken in November 2009 in the North Fan Room, and the results of the laboratory analysis. Lead Dust field survey data sheets and laboratory reports are included as Appendix C. Refer to Appendix F for sample locations.

TABLE 3A

<i>SAMPLE NUMBER</i>	<i>DESCRIPTION</i>	<i>LOCATION</i>	<i>RESULTS LEAD/SF µg/ft²</i>
EHG1109-LD1	Dust on metal, 10cm x 10cm	Upper, North Mechanical Room 301, bottom inside return air duct at east wall, 4-12:37	990.0 µg/ft ²
EHG1109-LD2	Dust on metal, 10cm x 10cm	Upper, North Mechanical Room 301, bottom inside of outside air duct plenum at north wall, 4-13:50	380.0 µg/ft ²

4. PCB-Containing Materials

Light Ballasts

Older fluorescent lights typically have PCB-containing ballasts. PCB-containing ballasts in fluorescent lights were banned in 1978, but manufacturers were allowed to use up existing stocks, and lights may have been reused from other facilities. The survey included examination of what were considered to be representative light fixtures, but not all fixtures were able to be accessed. All lights shall be inspected during removal or relocation. Unless ballasts were marked "No PCBs," they must be assumed to contain PCBs and must be disposed of as a hazardous waste when removed for disposal. Fluorescent light fixtures are assumed to be present in the building. The fluorescent light fixtures are unlikely to be disturbed by this project.

Older HID lights may have PCB-containing ballasts. Due to height restrictions and sealed ballast enclosures, the HID fixtures were not able to be accessed. All HID lights shall be inspected during removal or relocation. If ballasts are not marked "No PCBs," we suggest contacting the manufacturer of the lights to determine if the ballasts contain PCB's, or assume that they contain PCB's and be disposed of as a hazardous waste. The HID light fixtures are unlikely to be disturbed by this project.

Bulk Products

Some older paints, sealants and other building materials may contain measurable amounts of PCB's. PCB use in paints and sealants was supposed to have been discontinued in 1979. The EPA does not require the sampling of bulk products, and no sampling of "Bulk Products" were authorized for this project.

5. Mercury-Containing Materials

The following Table 5A lists the samples taken in February of 2022 in the lower and upper gym flooring, and the results of the laboratory analysis. Rubber Flooring field survey data sheets, laboratory reports, and laboratory accreditation are included as Appendix D. Refer to Appendix F for sample locations.

TABLE 5A – TOTAL MERCURY & TCLP SAMPLE SUMMARY

<i>SAMPLE NUMBER</i>	<i>AREA</i>	<i>TOTAL MERCURY (mg/kg)</i>	<i>MERCURY CONTENT ** (mg/L)</i>	<i>DISPOSAL REQUIREMENT</i>	<i>Approximate VOLUME (ft³)</i>
EB0222-M01	North Side of Lower Gym behind bleachers	590	3.6	Required to be roasted or retorted until waste becomes a low mercury waste. Residuals then required to meet 0.2 mg/L TCLP	485.3 ft ³
EB0222-M02 ¹	North Side of Lower Gym behind bleachers	-	-	-	

<i>SAMPLE NUMBER</i>	<i>AREA</i>	<i>TOTAL MERCURY (mg/kg)</i>	<i>MERCURY CONTENT ** (mg/L)</i>	<i>DISPOSAL REQUIREMENT</i>	<i>Approximate VOLUME (ft³)</i>
EB0222-M02	Upper Gym under threshold to Laundry	480	1.8	Required to be roasted or retorted until waste becomes a low mercury waste. Residuals then required to meet 0.2 mg/L TCLP	253.2 ft ³

**EPA limits: TCLP Mercury - 0.2 mg/L. Waste materials containing above this level must be treated as hazardous waste.

Total mercury content equal to or greater than 260 mg/kg are in the High Mercury Subcategory of hazardous waste and require special treatment prior to disposal.

¹Sample was held for potential future analysis

All mercury-containing flooring being removed by this project is required to be disposed of as special treatment hazardous waste.

6. Other Hazardous Materials

Self-Illuminating Exit Signs and Smoke Detectors

No radioactive exit signs or smoke detectors were found in the renovation area, but may be present in other areas of the building. If any radioactive items are removed by this project, they are required to be disposed of as hazardous waste or recycled.

Soil Contamination

The scope of work for EHS-Alaska, Inc. did not include investigation of soils for petroleum or other contaminations.

Refrigerants

Refrigerators, freezers, ice machines, and water coolers were identified in the building that may contain ozone depleting refrigerants. No ozone depleting substances are scheduled for disturbance by this project. Ozone depleting substances (ODS) are regulated by the EPA and must be removed by certified technicians prior to equipment disposal.

Heat Transfer Fluids

The existing heating system is assumed to contain heat transfer fluids, including glycol or other boiler treatment chemicals. Any heat transfer fluids removed from the heating system shall be recovered, tested and properly disposed of or recycled. The heating system is unlikely to be disturbed by this project.

E. REGULATORY CONSTRAINTS

1. Asbestos-Containing Materials

The Federal Occupational Safety and Health Administration (29 CFR 1926.1101) and the State of Alaska Department of Labor (8 AAC 61) have promulgated regulations requiring testing for airborne asbestos fibers; setting allowable exposure limits for workers potentially exposed to airborne asbestos fibers; establishing contamination controls, work practices, and medical surveillance; and setting worker certification and protection requirements. These regulations apply to all workplace activities involving asbestos-containing materials.

The EPA regulations, issued as Title 40 of the Code of Federal Regulations, Part 61 (40 CFR 61), Subpart M under the National Emission Standards for Hazardous Air Pollutants (NESHAP), established

procedures for handling ACM during asbestos removal and waste disposal. Bettye Davis East Anchorage High School will fall under the EPA's Asbestos Hazard Emergency Response Act (AHERA) law regulating asbestos in schools, and clearance sampling will be required where interior asbestos-containing materials are removed.

The EPA regulations require an owner (or the owner's contractor) to notify the EPA of asbestos removal operations and to establish responsibility for the removal, transportation, and disposal of asbestos-containing materials.

The disposal of asbestos waste is regulated by the EPA, the Alaska Department of Environmental Conservation, and the disposal site operator. Wastes being transported to the disposal site must be sealed in leak tight containers prior to disposal and must be accompanied by disposal permits and waste manifests.

2. Dusts with Asbestos

All of the dust samples taken in the Pool/Gym area at East High School through the years have contained less than 1 percent asbestos. The concentrations of asbestos structures per unit area of dust analyzed by ASTM D5756 are not directly comparable to the majority of dust sampling literature which use ASTM 5755 analysis due to differences in sample preparation. Both types of analysis include ultrasonic treatment to separate asbestos from interfering particulates. However, the D5756 method includes a much longer ultrasonication step that tends to break down the larger asbestos structures, such as bundles or groups of asbestos fibers into more simple, individual asbestos fibers to allow more accurate estimations of the weight of the fibers. That has a tendency to "create" multiple asbestos structures out of what was originally a single asbestos structure. Area concentrations for samples analyzed by ASTM D5756 for weight percentage may have a higher concentration than if the same sample was analyzed by ASTM D5755. This should not have any effect on the weight percentage results, as no asbestos structures are actually "created", but are just more finely divided. The structures per unit area results from ASTM D5756 analysis are given as a courtesy by the laboratory, and should be used as a general comparison of relative concentrations, and not compared to the ASTM D5755 analysis results or the indications of "background", "medium" or "high" concentrations as discussed below and in the published literature on the implications of asbestos in dusts. The differences between the two types of analysis will depend on the relative sizes of the asbestos structures present in the dusts. If the dust has mostly single fibers, there would not be much effect. If the dust has bundles, clusters or matrixes of asbestos present, the concentration of structures per unit area may be reported as much higher by ASTM D5756 analysis than if it was analyzed by ASTM D5755.

Concentrations of asbestos in dust are considered to be at "background" levels when the concentrations are between 1,000 to 10,000 St./cm² when analyzed by ASTM D5755. Background levels for a particular location will depend on many factors, including whether or not asbestos occurs naturally in soils in the area. Concentrations greater than approximately 100,000 St./cm² are considered to have a higher likelihood of causing an exposure to asbestos fibers when the settled dusts are disturbed. Concentrations between 10,000 and 100,000 St./cm² lie in a median range. In all cases, the possible airborne concentrations of asbestos will depend on the type of disturbance, the quantity of dust that is disturbed, and the volume of the area into which the dust is made airborne.

D5756-Weight Percentage Samples

The D5756 asbestos in dust concentrations found throughout the Pool/Gym building at East High School ranged from 5,280.0 St./cm² to 37,000.0 St./cm², and as discussed above, may not be comparable to the research that produced the above classifications of "background, medium and high" concentrations.

Likely sources of asbestos in dusts include natural occurrences of asbestos

The type of asbestos found in the two samples included Chrysotile. Although Chrysotile asbestos has been identified in bulk samples taken in the Pool/Gym building, this form of asbestos may have come

from natural occurrences of asbestos in an outside source, such as rock or ore deposits, which appear to be common in the Anchorage area.

Because the type of disturbance, concentration of asbestos in the dusts, quantity of dust disturbed, cohesiveness of the dusts and room sizes will change, the airborne asbestos levels expected during the project will depend on the contractor's means and methods of conducting the work. The mere presence of asbestos in the dusts does not necessarily imply that a "hazard" exists which would require the use of specially trained workers to "abate" the "hazard". All dusts will likely be required to be removed from the areas where asbestos-containing materials are being removed (abatement areas) in order to achieve clearances. The dusts in the other areas are to be controlled so as to limit worker exposures and prevent contamination of occupied areas of the building.

There is no established correlation between settled or adhered dusts with measurable concentrations of asbestos and airborne concentrations. The definition in the OSHA regulations of asbestos-containing materials as those materials that contain 1 percent or more asbestos by weight, apply to cohesive materials and not to dusts. The OSHA regulations are essentially "performance based", if workers are exposed above the permissible exposure limits, then all of the requirements in the regulations become effective.

3. Lead-Containing Materials

The EPA Standard 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures, defines lead-based paint hazards and regulates lead based paint activities in target housing and child-occupied facilities. The requirements of this regulation include training certification, pre-work notifications, work practice standards and record keeping. Areas in facilities built before 1978 that are typically classified as child occupied facilities may include but are not limited to: residential homes, day care facilities, preschools, kindergarten classrooms, restrooms, multipurpose rooms, cafeterias, gyms, libraries and other areas routinely used by children under 6 years of age. New training requirements for Firms (Contractors) and Renovators (Workers) became effective on April 22, 2010. The building is not currently classified as a child occupied facility therefore the requirements of 40 CFR 745 do not apply.

Federal OSHA (29 CFR 1926.62) and the State of Alaska (8 AAC Chapter 61) have promulgated regulations that apply to all construction work where employees may be exposed to lead. The disturbance of any surfaces painted with lead-containing paint requires lead-trained personnel, personnel protective procedures, and air monitoring until exposure levels can be determined. If initial monitoring verifies that the work practices being used are not exposing workers, monitoring and protection procedures may be relaxed. Experience has shown that some paints in most buildings will contain low concentrations of lead and disturbance of those paints are still regulated under the OSHA lead standard, 29 CFR 1926.62. Low levels of lead found by XRF testing does not mean that the paints are free of lead, the paints may contain lead, and OSHA regulations apply during any disturbance of measurable amounts of lead present in paints.

Because the type of disturbance, quantity of lead dusts, cohesiveness of the dusts and room sizes will change, the airborne lead levels expected during the project will depend on the contractor's means and methods of conducting the work. The mere presence of lead in the dusts does not necessarily imply that a "hazard" exists which would require the use of specially trained workers to "abate" the "hazard". As a comparison, "clearance" lead dust concentrations established at the conclusion of a "lead abatement project" in child occupied facilities, are required to be <5.0 µg/ft² for floors, <40.0 µg/ft² for window sills, and <100.0 µg/ft² for window troughs, and <40 µg/ft² for porch floors. .

The dust sampled in the Pool/Gym building contained from 380 µg/ft² to 990 µg/ft², however, none of the samples were taken at the floors, window sills, or window troughs, but were taken in areas that were typically inaccessible, and are unlikely to be disturbed during normal occupancy. Dust levels in the school are not required to be at the HUD levels because the proposed renovation does not fit the definition of a "lead abatement" project.

There is no established correlation between settled or adhered lead dust concentrations and airborne concentrations. The OSHA regulations are essentially “performance based”, if workers are exposed above the permissible exposure limits, then all of the requirements in the regulations become effective.

The EPA requires that actual construction or demolition debris that contains lead or lead-containing paint or other heavy metals be tested using the TCLP test to determine if the waste must be treated as hazardous waste. All federal, state and local standards regulating lead and lead-containing wastes are required to be followed during the renovation or demolition of portions of this building. Lead-acid batteries and other batteries are classified by the EPA as Universal Wastes. The EPA encourages that all Universal Wastes be recycled in accordance with 40 CFR 273, or in the case of lead-acid batteries, in accordance with 40 CFR 266, subpart G.

If the TCLP tests done on the waste stream(s) that are produced by the contractor are found to contain more than 5.0 mg/liter or 5.0 ppm of lead, they are classified as hazardous wastes, then those waste stream(s) will have to be packaged for shipping and disposal in accordance with hazardous waste and transportation regulations. Because there are no hazardous waste landfills in Alaska, this report assumes that any hazardous waste disposal would take place in Seattle or elsewhere in the Pacific Northwest.

4. PCB-Containing Materials

The EPA has promulgated regulations (40 CFR Part 761) that cover the proper handling and disposal of PCB-containing materials. If any PCB-containing equipment is discovered and if they will be removed, those materials are required to be disposed of at fully permitted hazardous waste facilities. The EPA regulates liquid PCBs differently from non-liquid materials. Workers who remove or handle PCB-containing or PCB-contaminated materials or who transport or dispose of PCB wastes must be trained and certified in hazardous waste operations and emergency response (HAZWOPER) as required by 29 CFR 1910.120 and the State of Alaska Department of Labor (8 AAC 61). The Department of Transportation under 49 CFR Parts 100-199 regulates the marking, packaging, handling and transportation of hazardous materials. All federal, state and local standards regulating PCBs and PCB waste must be followed during this project.

No sampling for possible PCB's in “Bulk Products”, such as paints, sealants or other materials was authorized for this project. PCB's were supposed to have been “banned” in 1978, but PCB's are known to have been used in “Bulk Products” after that date.

As of June 2024, materials containing PCB's at any detectable concentrations are not allowed to be disposed of in Alaska Landfills under current Alaska Department of Conservation landfill permits, which exceeds the EPA regulations for disposal of PCB Bulk Products. The EPA regulates liquid PCBs differently from non-liquid materials, such as PCB Bulk Products.

The Anchorage Regional Landfill Policy prohibits the disposal of PCB waste with detectable concentrations of PCB's. State of Alaska regulation 18 AAC 60.025 prohibits the disposal of materials that contain a hazardous substance in concentrations that exceed the applicable soil cleanup levels in 18 AAC 75.341 (Table B1 or B2) in unlined landfills. This regulation is being applied to lead-based paint and PCB-containing building materials (PCB Bulk Products) in renovation or demolition projects by the Alaska Department of Environmental Conservation (ADEC). Although we believe this is outside of the intent of the regulation, there are currently no options for disposal of PCB Bulk Product waste with measurable concentrations of PCB's in Alaska.

5. Mercury-Containing Materials

Thermostats and mercury-containing lamps are classified by the EPA as Universal Wastes. The EPA encourages that all Universal Wastes be recycled in accordance with 40 CFR 273. Mercury and mercury-containing products are considered hazardous waste if TCLP testing of the waste for mercury confirms the mercury content to be greater than the EPA criteria of 0.2 mg/l.

The rubber flooring on the gym floor was tested for mercury and found to contain 590 mg/kg of mercury. A Toxicity Characteristic Leaching Procedure (TCLP) test of the flooring material was performed and the results indicate that the waste must be disposed of as a special treatment hazardous waste.

According to the EPA RCRA land disposal restrictions (LDR), which prohibit land disposal of hazardous wastes and contaminated soils that contain mercury unless the waste or soil is treated to meet specific standards or stringent criteria associated with the regulatory variances that are associated with the LDR standards. EPA has established different sets of LDR standards for mercury-containing hazardous wastes versus mercury contaminated soils. The LDR standards for wastes are based on the physical form of the waste that requires treatment and the total mercury content. The LDRs categorize mercury wastes as low mercury wastes, high mercury wastes, or elemental mercury wastes. The results of the lab analysis confirm that the upper and lower rubber gym floors are classified as high mercury waste and as such the waste is required to be roasted or retorted until waste becomes a low mercury waste. Low mercury waste shall meet the 0.2 mg/L TCLP limit if retorted or 0.025 mg/L TCLP limit if other technologies such as solidification/stabilization are used.

The EPA has promulgated regulations (40 CFR Parts 260 to 299 amongst others) that cover the proper handling and disposal of waste chemicals, including listed wastes, which are ignitable, corrosive, reactive, toxic, or an acute hazardous waste or wastes that exhibit the characteristics of toxicity. All construction workers who are required to remove or handle chemical hazards or to transport or dispose of chemical wastes shall be trained and certified as required by the U.S. Department of Labor (29 CFR 1910.120) and the State of Alaska Department of Labor (8 AAC 61). Transportation of chemical hazards are regulated by Department of Transportation regulations under 49 CFR Parts 171 to 178 amongst others.

6. Other Hazardous Materials

Refrigerants

Refrigerators, vending machines, and water coolers were present in Pool/Gym building that are scheduled to remain. Typically, refrigeration systems with ODS shall be maintained in order to prevent discharge of ODS. Systems that are to be removed or dismantled shall have refrigerants containing ODS recovered and disposed of or recycled in accordance with 40 CFR 82.

Radioactive Materials

Self-luminous products that contain Tritium, Krypton-85, or Promethium-147 are considered radioactive. There are special disposal requirements for products that contain Tritium, Krypton-85, or Promethium-147 that are generally licensed. Data from the Nuclear Regulatory Commission (NRC) indicates that most all Tritium powered exit signs are generally licensed and therefore must be disposed of at a licensed disposal facility or returned to the manufacturer/distributor for disposal. Licensed radioactive products are regulated by Nuclear Regulatory Commission standard 10 CFR 20 and 10 CFR 32. If removed during renovation, the detectors should be returned to the owner for reuse or returned to the manufacturer for disposal or recycling. There are no licensed disposal facilities for radioactive wastes in Alaska.

Chemical Hazards

The EPA has promulgated regulations (40 CFR Parts 260 to 299 amongst others) that cover the proper handling and disposal of waste chemicals, including listed wastes, which are ignitable, corrosive, reactive, toxic, or an acute hazardous waste or wastes that exhibit the characteristics of toxicity. All construction workers who are required to remove or handle chemical hazards or to transport or dispose of chemical wastes shall be trained and certified as required by the U.S. Department of Labor (29 CFR 1910.120) and the State of Alaska Department of Labor (8 AAC 61). Transportation of chemical hazards are regulated by Department of Transportation regulations under 49 CFR Parts 171 to 178 amongst others.

Waste heat transfer fluids (such as used heating/cooling system glycol or other circulating heating/cooling fluids) are a potentially hazardous waste and are required to be TCLP tested prior to disposal to determine if the fluids are classified as hazardous or non-hazardous waste per the EPA's RCRA regulations governing hazardous wastes. According to a study performed by the University of Northern Iowa, standard TCLP analysis using ICP SW 6010 testing procedures commonly report levels of Arsenic

and Selenium over regulatory thresholds due to interferences in the matrix. That report concluded that additional analysis should be performed to refute the presence of Arsenic or Selenium over the regulatory levels by either mass spectrometry using method SW 6020, or by graphite furnace using method SW 7060. Some heat transfer fluids may also contain potentially hazardous additives that modify the properties of the fluids for use in a particular system. It is recommended that the contractor consult with the persons responsible for maintaining the system to determine if any additives that may be potentially hazardous were used in the system to further determine disposal requirements.

F. RECOMMENDATIONS

1. Asbestos-Containing Materials

The asbestos-containing materials identified in the building are typically in intact condition and are classified as both friable and non-friable ACM. All asbestos-containing materials that will be disturbed by the planned renovation work are required to be removed by trained asbestos workers. Refer to Section 02 81 00 Hazardous Materials – Summary of Requirements.

2. Dusts with Asbestos

Dusts with measurable concentrations of asbestos were found, but are not classified as asbestos-containing materials, or as debris from asbestos-containing materials. Workers disturbing dusts are required to have hazard communication training in accordance with OSHA regulations, but are not required to receive 40 hours of training, which is required for asbestos workers. The contractor will need to choose means and methods to control worker exposures to airborne contaminants. At least an initial exposure assessment or data from previous air monitoring is needed to show that worker exposures are maintained below the OSHA permissible exposure limits (PELs). Refer to Section 01 35 45 Airborne Contaminant Control.

3. Lead-Containing Materials

Federal OSHA (29 CFR 1926.62) and the State of Alaska (8 AAC Chapter 61) have promulgated regulations that apply to all construction work where employees may be exposed to lead, including disturbance of paints with low concentrations of lead.

Worker exposure to lead may be able to be controlled below the OSHA permissible exposure limit if proper engineering controls and procedures are used during renovation. Lead is a potentially hazardous waste and the EPA requires that all wastes that contains lead be tested to determine if they must be treated as hazardous waste. A TCLP test of the waste stream(s) produced by the Contractor's means and methods are required to be performed to determine if those wastes will be classified as hazardous or non-hazardous. Refer to Section 02 81 00 Hazardous Materials – Summary of Requirements.

4. PCB-Containing Materials

If any PCB-containing materials are discovered, and they are removed or replaced, they will need to be removed, handled, packaged and disposed of in accordance with all regulations. Refer to Section 02 81 00 Hazardous Materials – Summary of Requirements.

5. Mercury-Containing Materials

Mercury-containing flooring scheduled for removal or replacement will need to be removed, handled, packaged, and disposed of in accordance with all regulations. The mercury-containing rubber gym flooring will also require special treatment prior to disposal. Refer to Section 02 81 00 Hazardous Materials – Summary of Requirements.

6. Other Hazardous Materials

If any radioactive materials are removed or replaced, they will need to be removed, handled, packaged and disposed of in accordance with all regulations. Refer to Section 02 81 00 Hazardous Materials – Summary of Requirements.

G. LIMITATIONS

The conclusions and recommendations contained in this report are based upon professional opinions with regard to the subject matter. These opinions have been arrived at in accordance with currently accepted environmental consulting and engineering standards and practices and are subject to the following inherent limitations:

1. Accuracy of Information

The laboratory reports utilized in this assessment were provided by the accredited laboratories cited in this report. Although the conclusions, opinions, and recommendations are based in part, on such information, our services did not include the verification of accuracy or authenticity of such reports. Should such information provided be found to be inaccurate or unreliable, EHS-Alaska, Inc. reserves the right to amend or revise its conclusions, opinions, and/or recommendations.

2. Site Conditions

This limited survey did not include investigation of the entire site and may not be valid outside the survey area. The intent of this survey was to identify common hazardous materials that may be disturbed by this renovation. This survey is not intended to be utilized as the sole design document for abatement. This survey was conducted while the site was occupied. All inspections were performed with furniture, equipment and/or stored items in place. The scope of work for this survey did not include identification of all potentially hazardous materials that may be present at this site, and was limited to the scope of work agreed upon with our client. Although a concerted effort was made to identify those common hazardous materials likely to be affected by this project, some hazardous materials may have been hidden by furniture, equipment or stored items and may not have been identified. The survey investigated representative materials and items, such as lights and mechanical components. Variations may occur between materials and items that appear to be the same, but are actually of different construction or materials. Other asbestos-containing or potentially hazardous materials may be present in the facilities that were concealed by structural members, walls, ceilings or floor coverings, or in materials where testing was not conducted.

3. Changing Regulatory Constraints

The regulations concerning hazardous materials are constantly changing, including the interpretations of the regulations by the local and national regulating agencies. Should the regulations or their interpretation be changed from our current understanding, EHS-Alaska, Inc. reserves the right to amend or revise its conclusions, opinions, and/or recommendations.

APPENDIX A

Asbestos Bulk Sample Field Survey Data Sheets and Laboratory Reports

Field Data Sheets and Laboratory Reports
Not Included to Save Space,

Refer to Summarized Results in this Report

Reports Are Available for Review,
Or Electronically Through the ASD Offices

APPENDIX B

Dust Sampling for Asbestos Field Survey Data Sheets and Laboratory Reports

Field Data Sheets and Laboratory Reports
Not Included to Save Space,

Refer to Summarized Results in this Report

Reports Are Available for Review,
Or Electronically Through the ASD Offices

APPENDIX C

Lead Dust Sample Field Survey Data Sheets and Laboratory Reports

Field Data Sheets and Laboratory Reports
Not Included to Save Space,

Refer to Summarized Results in this Report

Reports Are Available for Review,
Or Electronically Through the ASD Offices

APPENDIX D

Mercury TCLP Sample Field Survey Data Sheets and Laboratory Reports

Field Data Sheets and Laboratory Reports
Not Included to Save Space,

Refer to Summarized Results in this Report

Reports Are Available for Review,
Or Electronically Through the ASD Offices

APPENDIX E

Lead Analyzer Test Results

HAZARDOUS MATERIALS ASSESSMENT

Division 02

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Heuresis Pb200i, Serial No. 1770

NO.	SITE	INSPECTOR	FLOOR	ROOM	COMPONENT	SUBSTRATE	CONDITION	COLOR	DURATION	TIME	RESULTS		
											LBP	mg/cm ²	+/- ERROR
1	EAST HS SPORTS COMPLEX	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.18	6/20/19 13:34:31	NEGATIVE	0.99	0.07
2	EAST HS SPORTS COMPLEX	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.32	6/20/19 13:35:47	POSITIVE	1.03	0.07
3	EAST HS SPORTS COMPLEX	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.34	6/20/19 13:37:04	POSITIVE	1.03	0.07
4	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	DOOR	METAL	INTACT	GRAY	3.13	6/20/19 13:40:24	NEGATIVE	0.1	0.17
5	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	DOOR FRAME	METAL	INTACT	GRAY	5.49	6/20/19 13:40:49	NEGATIVE	0.2	0.13
6	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	WALL	CONCRETE	FAIR	GRAY	2.42	6/20/19 13:41:31	POSITIVE	1.12	0.19
7	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	WALL	CONCRETE	FAIR	GRAY	5.26	6/20/19 13:41:44	POSITIVE	1.07	0.13
8	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	PARAPET CAP	METAL	FAIR	GRAY	5.23	6/20/19 13:42:57	NEGATIVE	0.19	0.13
9	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	PARAPET CAP	METAL	INTACT	BLUE	5.09	6/20/19 13:44:12	NEGATIVE	0.12	0.13
10	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	PARAPET CAP	METAL	INTACT	BLUE	6.34	6/20/19 13:44:35	NEGATIVE	0.03	0.12
11	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	WALL	METAL	INTACT	BLUE	5.32	6/20/19 13:45:10	NEGATIVE	0.22	0.13
12	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	WALL	CONCRETE	POOR	GRAY	5.27	6/20/19 13:46:05	NEGATIVE	0.6	0.13
13	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	WALL	CONCRETE	POOR	GRAY	5.17	6/20/19 13:47:19	POSITIVE	1.71	0.13
14	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	LOUVER	METAL	FAIR	GRAY	5.31	6/20/19 13:48:23	NEGATIVE	0.15	0.13
15	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	PARAPET CAP	METAL	FAIR	WHITE	5.34	6/20/19 13:49:35	NEGATIVE	0.33	0.13
16	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	WALL	CONCRETE	FAIR	BLUE	5.23	6/20/19 13:50:25	NEGATIVE	0.54	0.13
17	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	PARAPET CAP	METAL	INTACT	GRAY	5.41	6/20/19 13:51:43	NEGATIVE	0.32	0.13
18	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	PARAPET CAP	METAL	INTACT	BLUE	5.67	6/20/19 13:52:20	NEGATIVE	0.38	0.13
19	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	PARAPET CAP	METAL	INTACT	BLUE	5.28	6/20/19 13:53:44	NEGATIVE	0.33	0.13
20	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	LOUVER	METAL	FAIR	GRAY	5.21	6/20/19 13:55:12	NEGATIVE	0.54	0.13
21	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	WALL	CONCRETE	POOR	GRAY	7.14	6/20/19 13:56:18	POSITIVE	1.65	0.11
22	EAST HS SPORTS COMPLEX	OTTOSEN	ROOF	ROOF	WALL	CONCRETE	INTACT	WHITE	4.58	6/20/19 13:57:09	NEGATIVE	0.21	0.14
23	EAST HS SPORTS COMPLEX	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.34	6/20/19 13:59:10	POSITIVE	1.09	0.07
24	EAST HS SPORTS COMPLEX	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.32	6/20/19 14:00:27	POSITIVE	1.07	0.07
25	EAST HS SPORTS COMPLEX	OTTOSEN	VOID	VOID	VOID	VOID	VOID	VOID	VOID	6/20/19 14:01:44	VOID	VOID	VOID
26	EAST HS SPORTS COMPLEX	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.31	6/20/19 14:02:59	POSITIVE	1.06	0.07

Table Heading Descriptions:

Duration: This is the nominal time in "source" seconds that each sample was analyzed.

LBP: Results are shown as positive (POS $\geq$ 1.0 mg/cm²) or negative (NEG < 1.0 mg/cm²). Positive results are shown in bold print.

mg/cm²: This is the testing results produced by the Heuresis Pb200i instrument in milligrams of lead per square centimeter (mg/cm²). The EPA defines lead based paint as paint containing lead at 1.0 mg/cm² or greater. A negative number is a result of an internal computation made by the instrument and should be interpreted as zero. Even though paint may be termed negative (less than 1.0 mg/cm²) by EPA definition, disturbance of the paint may still be regulated by OSHA under 29 CFR 1926.62. Where lead is present at any level, appropriate engineering controls, work practices and personal protective equipment should be used until a negative exposure assessment can be determined. <LOD indicates that the lead present was less than the limits of detection of the instrument (very little or no lead present).

VOID: This indicates that the test was intentionally terminated by the operator due to operator error (e.g. - operator moved analyzer while testing).

Substrate:

HAZARDOUS MATERIALS ASSESSMENT

Division 02
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Heuresis Pb200i, Serial No. 1770

NO.	SITE	INSPECTOR	FLOOR	ROOM	COMPONENT	SUBSTRATE	CONDITION	COLOR	DURATION	TIME	RESULTS		
											LBP	mg/cm ²	+/- ERROR
1	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.43	9/30/18 10:47:24	POSITIVE	1.06	0.07
2	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.37	9/30/18 10:48:10	POSITIVE	1.07	0.07
3	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.51	9/30/18 10:49:13	POSITIVE	1.03	0.07
4	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	WALL	PLASTER	INTACT	WHITE	6.99	9/30/18 10:50:45	NEGATIVE	-0.12	0.11
5	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	DOOR	METAL	INTACT	BLUE	6.83	9/30/18 10:51:22	NEGATIVE	0.12	0.11
6	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	DOOR FRAME	METAL	INTACT	BLUE	5.77	9/30/18 10:51:47	NEGATIVE	0.14	0.12
7	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	FLOOR	CONCRETE	INTACT	WHITE	6.02	9/30/18 10:52:32	NEGATIVE	0.13	0.12
8	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	FLOOR	CONCRETE	INTACT	BLUE	6.91	9/30/18 10:53:30	NEGATIVE	0.29	0.11
9	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	LOCKER	METAL	INTACT	BLUE	6.57	9/30/18 10:54:10	NEGATIVE	0.12	0.12
10	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	LOCKER	METAL	INTACT	ORANGE	7.87	9/30/18 10:54:41	NEGATIVE	0.37	0.11
11	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	LOCKER	METAL	INTACT	OFF-WHITE	5.75	9/30/18 10:55:34	NEGATIVE	0.24	0.12
12	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	LOCKER	METAL	INTACT	BLUE	5.52	9/30/18 10:55:59	NEGATIVE	0.16	0.13
13	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	LOCKER	METAL	INTACT	TEAL	6.76	9/30/18 10:56:54	NEGATIVE	0.31	0.12
14	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	LOCKER	METAL	INTACT	BLACK	6.18	9/30/18 10:57:40	NEGATIVE	0.13	0.12
15	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	DOOR	METAL	INTACT	GRAY	5.63	9/30/18 10:59:44	NEGATIVE	0.28	0.13
16	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	DOOR	METAL	INTACT	RED	6.97	9/30/18 11:00:13	NEGATIVE	0.11	0.11
17	EAST HS GYM	OTTOSEN	FIRST	S BOY'S LOCKER	GATE	METAL	INTACT	BLUE	5.66	9/30/18 11:02:54	NEGATIVE	0.19	0.13
18	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	CEILING	PLASTER	INTACT	WHITE	6.49	9/30/18 11:27:58	NEGATIVE	-0.14	0.12
19	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	COLUMN	CONCRETE	INTACT	WHITE	5.76	9/30/18 11:28:34	NEGATIVE	0.3	0.12
20	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	WALL	CERAMIC	INTACT	YELLOW	4.89	9/30/18 11:29:32	POSITIVE	5.36	0.14
21	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	FLOOR	CERAMIC	INTACT	BROWN	6.1	9/30/18 11:30:07	NEGATIVE	0.22	0.12
22	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	WALL	CMU	INTACT	WHITE	4.76	9/30/18 11:30:57	NEGATIVE	0.15	0.14
23	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	DOOR	METAL	INTACT	WHITE	5.9	9/30/18 11:32:02	NEGATIVE	0.12	0.12
24	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	WALL	PLASTIC	INTACT	WHITE	6.23	9/30/18 11:32:29	NEGATIVE	0.14	0.12
25	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	PARTITION	PLASTIC	INTACT	WHITE	5.66	9/30/18 11:32:56	NEGATIVE	0.29	0.13
26	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	TOILET	CERAMIC	INTACT	WHITE	5.38	9/30/18 11:33:29	NEGATIVE	0.01	0.13
27	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	DRINKING FOUNTAIN	CERAMIC	INTACT	WHITE	5.53	9/30/18 11:34:24	NEGATIVE	0.11	0.13
28	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	HAND DRYER	CERAMIC	INTACT	WHITE	7.74	9/30/18 11:34:57	NEGATIVE	-0.07	0.11
29	EAST HS GYM	OTTOSEN	FIRST	N BOY'S LOCKER	DUCT	METAL	INTACT	WHITE	6.35	9/30/18 11:35:39	NEGATIVE	0.08	0.12
30	EAST HS GYM	OTTOSEN	FIRST	S CORRIDOR	WALL	CONCRETE	INTACT	WHITE	5.32	9/30/18 12:41:08	NEGATIVE	0.16	0.13
31	EAST HS GYM	OTTOSEN	FIRST	GYM LOBBY	DOOR	METAL	INTACT	PURPLE	4.63	9/30/18 12:41:53	NEGATIVE	-0.39	0.14
32	EAST HS GYM	OTTOSEN	FIRST	GYM LOBBY	DOOR FRAME	METAL	INTACT	BLUE	5.38	9/30/18 12:42:26	NEGATIVE	0.2	0.13
33	EAST HS GYM	OTTOSEN	FIRST	CORRIDOR	DOOR FRAME	METAL	INTACT	BLACK	6.4	9/30/18 12:43:21	NEGATIVE	0.19	0.12
34	EAST HS GYM	OTTOSEN	FIRST	GYM LOBBY	WALL	CONCRETE	INTACT	WHITE	5.31	9/30/18 12:44:20	NEGATIVE	0.19	0.13
35	EAST HS GYM	OTTOSEN	FIRST	GYM LOBBY	WALL	CONCRETE	INTACT	RED	5.32	9/30/18 12:44:45	NEGATIVE	0.18	0.13
36	EAST HS GYM	OTTOSEN	FIRST	GYM LOBBY	WALL	CONCRETE	INTACT	BLUE	5.6	9/30/18 12:45:12	NEGATIVE	0.2	0.13
37	EAST HS GYM	OTTOSEN	FIRST	GYM LOBBY	WALL	CERAMIC	INTACT	BLUE	5.63	9/30/18 12:46:20	NEGATIVE	0.12	0.13
38	EAST HS GYM	OTTOSEN	FIRST	GYM LOBBY	WALL	CERAMIC	INTACT	GRAY	5.66	9/30/18 12:46:51	NEGATIVE	0	0.13
39	EAST HS GYM	OTTOSEN	FIRST	GYM LOBBY	SOFFIT	PLASTER	INTACT	WHITE	5.6	9/30/18 12:49:46	NEGATIVE	0.38	0.13
40	EAST HS GYM	OTTOSEN	FIRST	GYM LOBBY	WALL	WOOD	INTACT	WHITE	6.57	9/30/18 12:51:57	NEGATIVE	0.17	0.12
41	EAST HS GYM	OTTOSEN	FIRST	GYM LOBBY	DRINKING FOUNTAIN	CERAMIC	INTACT	WHITE	5.67	9/30/18 12:52:47	NEGATIVE	-0.14	0.13
42	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.45	9/30/18 12:54:48	NEGATIVE	0.99	0.07
43	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.71	9/30/18 12:55:36	POSITIVE	1	0.07
44	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.56	9/30/18 12:56:22	NEGATIVE	0.99	0.07
45	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.86	9/30/18 14:26:03	POSITIVE	1.03	0.07
46	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.73	9/30/18 14:26:50	POSITIVE	1.01	0.07
47	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.43	9/30/18 14:27:37	POSITIVE	1.02	0.07
48	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	CHASE	WOOD	INTACT	WHITE	6.26	9/30/18 14:29:14	NEGATIVE	0.43	0.12

HAZARDOUS MATERIALS ASSESSMENT

Division 02
Section 02 26 00

NO.	SITE	INSPECTOR	FLOOR	ROOM	COMPONENT	SUBSTRATE	CONDITION	COLOR	DURATION	TIME	RESULTS		
											LBP	mg/cm ²	+/- ERROR
49	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	DUCT	METAL	INTACT	WHITE	6.52	9/30/18 14:30:02	NEGATIVE	0.07	0.12
50	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	WALL	CONCRETE	INTACT	WHITE	5.38	9/30/18 14:30:39	NEGATIVE	0.16	0.13
51	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	BLEACHER	METAL	INTACT	BLACK	5.91	9/30/18 14:32:34	NEGATIVE	0.29	0.12
52	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	BLEACHER	PLASTIC	INTACT	BROWN	6.98	9/30/18 14:33:02	NEGATIVE	0.25	0.11
53	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	DOOR	METAL	INTACT	BLUE	5.48	9/30/18 14:34:09	NEGATIVE	0.18	0.13
54	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	DOOR FRAME	METAL	INTACT	BLUE	5.41	9/30/18 14:34:30	NEGATIVE	0.27	0.13
55	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	WALL	WOOD	INTACT	WHITE	5.71	9/30/18 14:34:58	NEGATIVE	0.36	0.13
56	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	FLOOR	RUBBER	INTACT	RED	5.76	9/30/18 14:35:52	NEGATIVE	0.17	0.12
57	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	FLOOR	RUBBER	INTACT	BLACK	5.6	9/30/18 14:36:21	NEGATIVE	0.22	0.13
58	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	FLOOR	RUBBER	INTACT	BLUE	5.35	9/30/18 14:36:54	NEGATIVE	0.16	0.13
59	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	FLOOR	RUBBER	INTACT	BLUE	5.43	9/30/18 14:37:12	NEGATIVE	0.1	0.13
60	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	CABINET	METAL	INTACT	GRAY	5.72	9/30/18 14:38:37	NEGATIVE	0.1	0.13
61	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	CABINET	METAL	INTACT	RED	5.65	9/30/18 14:39:09	NEGATIVE	0.38	0.13
62	EAST HS GYM	OTTOSEN	FIRST	LOWER GYM	CABINET	METAL	INTACT	RED	5.66	9/30/18 14:39:57	NEGATIVE	0.16	0.13
63	EAST HS GYM	OTTOSEN	SECOND	E GIRL'S LOCKER	FLOOR	CONCRETE	INTACT	RED	5.53	9/30/18 16:22:45	NEGATIVE	0.23	0.13
64	EAST HS GYM	OTTOSEN	SECOND	E GIRL'S LOCKER	FLOOR	CONCRETE	INTACT	GRAY	5.57	9/30/18 16:23:16	NEGATIVE	0.26	0.13
65	EAST HS GYM	OTTOSEN	SECOND	E GIRL'S LOCKER	FLOOR	CERAMIC	INTACT	BROWN	5.47	9/30/18 16:24:08	NEGATIVE	0.35	0.13
66	EAST HS GYM	OTTOSEN	SECOND	E GIRL'S LOCKER	FLOOR	CERAMIC	INTACT	BROWN	5.35	9/30/18 16:24:30	NEGATIVE	0.24	0.13
67	EAST HS GYM	OTTOSEN	SECOND	E GIRL'S LOCKER	DOOR	METAL	INTACT	RED	5.48	9/30/18 16:25:06	NEGATIVE	0.18	0.13
68	EAST HS GYM	OTTOSEN	SECOND	E GIRL'S LOCKER	DOOR FRAME	METAL	INTACT	RED	5.42	9/30/18 16:25:30	NEGATIVE	0.2	0.13
69	EAST HS GYM	OTTOSEN	SECOND	E GIRL'S LOCKER	WINDOW CASING	METAL	INTACT	RED	5.4	9/30/18 16:26:19	NEGATIVE	0.09	0.13
70	EAST HS GYM	OTTOSEN	SECOND	E GIRL'S LOCKER	WALL	CMU	INTACT	RED	5.34	9/30/18 16:26:54	NEGATIVE	0.23	0.13
71	EAST HS GYM	OTTOSEN	SECOND	E GIRL'S LOCKER	WALL	CMU	INTACT	WHITE	5.26	9/30/18 16:27:18	NEGATIVE	0.11	0.13
72	EAST HS GYM	OTTOSEN	SECOND	E GIRL'S LOCKER	WALL	PLASTER	INTACT	WHITE	7.26	9/30/18 16:28:24	NEGATIVE	-0.18	0.11
73	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	HEATER SHROUD	METAL	INTACT	RED	5.61	9/30/18 16:35:38	NEGATIVE	0.13	0.13
74	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	DOOR	METAL	INTACT	RED	5.45	9/30/18 16:36:11	NEGATIVE	0.79	0.13
75	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	PARTITION	METAL	INTACT	RED	5.59	9/30/18 16:36:36	NEGATIVE	0.66	0.13
76	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	WALL	CERAMIC	INTACT	OFF-WHITE	5.45	9/30/18 16:37:09	POSITIVE	8.12	0.13
77	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	WALL	CMU	INTACT	RED	5.42	9/30/18 16:38:34	NEGATIVE	0.13	0.13
78	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	WALL	DRYWALL	INTACT	OFF-WHITE	5.55	9/30/18 16:39:13	NEGATIVE	0.19	0.13
79	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	CEILING	PLASTER	INTACT	WHITE	5.45	9/30/18 16:39:44	NEGATIVE	-0.15	0.13
80	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	LOCKER	METAL	INTACT	BLUE	5.71	9/30/18 16:40:49	NEGATIVE	0.09	0.13
81	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	LOCKER	METAL	INTACT	ORANGE	5.57	9/30/18 16:41:14	NEGATIVE	0.23	0.13
82	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	LOCKER	METAL	INTACT	TEAL	5.6	9/30/18 16:42:06	NEGATIVE	0.17	0.13
83	EAST HS GYM	OTTOSEN	SECOND	W GIRL'S LOCKER	HAND DRYER	CERAMIC	INTACT	WHITE	3.32	9/30/18 16:42:39	NEGATIVE	0.28	0.16
84	EAST HS GYM	OTTOSEN	SECOND	S CORRIDOR	WALL	CONCRETE	INTACT	WHITE	5.45	9/30/18 16:44:47	NEGATIVE	0.23	0.13
85	EAST HS GYM	OTTOSEN	SECOND	UPPER GYM	WALL	PLASTER	INTACT	WHITE	5.4	9/30/18 16:45:29	NEGATIVE	0.15	0.13
86	EAST HS GYM	OTTOSEN	SECOND	UPPER GYM	DOOR	METAL	INTACT	RED	5.62	9/30/18 16:47:11	NEGATIVE	0.07	0.13
87	EAST HS GYM	OTTOSEN	SECOND	UPPER GYM	DOOR FRAME	METAL	INTACT	BLUE	5.29	9/30/18 16:47:35	NEGATIVE	0.14	0.13
88	EAST HS GYM	OTTOSEN	SECOND	UPPER GYM	WALL	WOOD	INTACT	WHITE	5.68	9/30/18 16:49:51	NEGATIVE	0.17	0.13
89	EAST HS GYM	OTTOSEN	SECOND	133	WALL	CMU	INTACT	WHITE	5.47	9/30/18 16:51:00	NEGATIVE	0.17	0.13
90	EAST HS GYM	OTTOSEN	SECOND	133	WALL	METAL	INTACT	BEIGE	6.22	9/30/18 16:51:44	NEGATIVE	0.22	0.12
91	EAST HS GYM	OTTOSEN	SECOND	N STORAGE	DOOR	METAL	INTACT	YELLOW	6.1	9/30/18 16:52:43	NEGATIVE	0.43	0.12
92	EAST HS GYM	OTTOSEN	SECOND	N STORAGE	DOOR FRAME	METAL	INTACT	YELLOW	5.1	9/30/18 16:53:05	NEGATIVE	0.51	0.13
93	EAST HS GYM	OTTOSEN	SECOND	N STORAGE	WALL	CERAMIC	INTACT	YELLOW	5.38	9/30/18 16:53:53	POSITIVE	5.49	0.13
94	EAST HS GYM	OTTOSEN	SECOND	N CORRIDOR	WALL	PLASTER	INTACT	OFF-WHITE	5.53	9/30/18 16:55:25	NEGATIVE	-0.08	0.13
95	EAST HS GYM	OTTOSEN	SECOND	N CORRIDOR	HEATER SHROUD	METAL	INTACT	WHITE	5.53	9/30/18 16:56:04	NEGATIVE	0.1	0.13
96	EAST HS GYM	OTTOSEN	SECOND	130	WALL	METAL	INTACT	BEIGE	5.56	9/30/18 16:57:54	NEGATIVE	0.16	0.13
97	EAST HS GYM	OTTOSEN	SECOND	130	TRIM	WOOD	INTACT	RED	6.45	9/30/18 16:58:24	NEGATIVE	-0.06	0.12

HAZARDOUS MATERIALS ASSESSMENT

Division 02
Section 02 26 00

NO.	SITE	INSPECTOR	FLOOR	ROOM	COMPONENT	SUBSTRATE	CONDITION	COLOR	DURATION	TIME	RESULTS		
											LBP	mg/cm ²	+/- ERROR
98	EAST HS GYM	OTTOSEN	SECOND	130	TRIM	WOOD	INTACT	BLACK	5.51	9/30/18 16:58:50	NEGATIVE	0.04	0.13
99	EAST HS GYM	OTTOSEN	SECOND	130	WALL	WOOD	INTACT	BLUE	5.97	9/30/18 16:59:22	NEGATIVE	0.15	0.12
100	EAST HS GYM	OTTOSEN	SECOND	N FAN ROOM ACCESS	LADDER	METAL	INTACT	BLACK	4.9	9/30/18 17:01:53	NEGATIVE	0.23	0.14
101	EAST HS GYM	OTTOSEN	THIRD	N FAN ROOM	FLOOR	EPOXY	INTACT	BLUE	5.46	9/30/18 17:05:38	NEGATIVE	0.05	0.13
102	EAST HS GYM	OTTOSEN	THIRD	N FAN ROOM	LADDER	METAL	INTACT	RED	6.04	9/30/18 17:06:44	NEGATIVE	0.26	0.12
103	EAST HS GYM	OTTOSEN	THIRD	N FAN ROOM	DOOR	METAL	INTACT	WHITE	5.25	9/30/18 17:07:23	NEGATIVE	0.12	0.13
104	EAST HS GYM	OTTOSEN	THIRD	N FAN ROOM	DOOR FRAME	METAL	INTACT	WHITE	5.61	9/30/18 17:07:58	NEGATIVE	0.17	0.13
105	EAST HS GYM	OTTOSEN	THIRD	N FAN ROOM	WALL	CONCRETE	INTACT	WHITE	5.3	9/30/18 17:08:44	NEGATIVE	0.3	0.13
106	EAST HS GYM	OTTOSEN	THIRD	N FAN ROOM	WALL	DRYWALL	INTACT	WHITE	5.19	9/30/18 17:09:07	NEGATIVE	0.22	0.13
107	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.51	9/30/18 17:22:11	POSITIVE	1	0.07
108	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.49	9/30/18 17:22:57	NEGATIVE	0.98	0.07
109	EAST HS GYM	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.38	9/30/18 17:23:44	POSITIVE	1.01	0.07

Table Heading Descriptions:

Duration: This is the nominal time in "source" seconds that each sample was analyzed.

LBP: Results are shown as positive (POS $\geq$ 1.0 mg/cm²) or negative (NEG < 1.0 mg/cm²). Positive results are shown in bold print.

mg/cm²: This is the testing results produced by the Heuresis Pb200i instrument in milligrams of lead per square centimeter (mg/cm²). The EPA defines lead based paint as paint containing lead at 1.0 mg/cm² or greater. A negative number is a result of an internal computation made by the instrument and should be interpreted as zero. Even though paint may be termed negative (less than 1.0 mg/cm²) by EPA definition, disturbance of the paint may still be regulated by OSHA under 29 CFR 1926.62. Where lead is present at any level, appropriate engineering controls, work practices and personal protective equipment should be used until a negative exposure assessment can be determined. <LOD indicates that the lead present was less than the limits of detection of the instrument (very little or no lead present).

VOID: This indicates that the test was intentionally terminated by the operator due to operator error (e.g. - operator moved analyzer while testing).

Substrate: Where ceramic is shown as a substrate, lead content is typically from the glazing on the tile unless the tile is painted.

HAZARDOUS MATERIALS ASSESSMENT

Division 02

Section 02 26 00

Heuresis Pb200i, Serial No. 1770

NO.	SITE	INSPECTOR	FLOOR	ROOM	COMPONENT	SUBSTRATE	CONDITION	COLOR	DURATION	TIME	RESULTS		
											LBP	mg/cm ²	+/- ERROR
1	EAST HS POOL	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.5	10/15/18 13:10:21	NEGATIVE	0.96	0.07
2	EAST HS POOL	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.48	10/15/18 13:11:10	NEGATIVE	0.98	0.07
3	EAST HS POOL	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	21.39	10/15/18 13:11:58	NEGATIVE	0.98	0.06
4	EAST HS POOL	OTTOSEN	FIRST	WOMEN'S LOCKER ROOM	WALL	CMU	INTACT	YELLOW	10.39	10/15/18 13:14:39	NEGATIVE	0.22	0.09
5	EAST HS POOL	OTTOSEN	FIRST	WOMEN'S LOCKER ROOM	LOCKER BASE	CONCRETE	INTACT	YELLOW	5.4	10/15/18 13:16:12	NEGATIVE	0.2	0.13
6	EAST HS POOL	OTTOSEN	FIRST	WOMEN'S LOCKER ROOM	CEILING	CONCRETE	INTACT	YELLOW	5.42	10/15/18 13:17:24	NEGATIVE	-0.21	0.13
7	EAST HS POOL	OTTOSEN	FIRST	WOMEN'S LOCKER ROOM	WALL	CERAMIC	INTACT	PINK	5.39	10/15/18 13:18:18	POSITIVE	14.54	0.13
8	EAST HS POOL	OTTOSEN	FIRST	WOMEN'S LOCKER ROOM	WALL	CERAMIC	INTACT	PINK	3.56	10/15/18 13:18:54	POSITIVE	14.43	0.16
9	EAST HS POOL	OTTOSEN	FIRST	WOMEN'S LOCKER ROOM	FLOOR TILE	CERAMIC	INTACT	LT BROWN	5.62	10/15/18 13:19:45	NEGATIVE	0.23	0.13
10	EAST HS POOL	OTTOSEN	FIRST	WOMEN'S LOCKER ROOM	DOOR FRAME	METAL	FAIR	LT BROWN	10.28	10/15/18 13:20:48	NEGATIVE	0.41	0.09
11	EAST HS POOL	OTTOSEN	FIRST	WOMEN'S LOCKER ROOM	DOOR	METAL	FAIR	BLUE	10.41	10/15/18 13:21:28	NEGATIVE	0.11	0.09
12	EAST HS POOL	OTTOSEN	FIRST	WOMEN'S LOCKER ROOM	BENCH	METAL	INTACT	YELLOW	6.27	10/15/18 13:22:56	NEGATIVE	-0.03	0.12
13	EAST HS POOL	OTTOSEN	FIRST	LOCK BOX ROOM	WALL	CMU	INTACT	OFF-WHITE	5.29	10/15/18 14:02:56	NEGATIVE	0.23	0.13
14	EAST HS POOL	OTTOSEN	FIRST	LOCK BOX ROOM	CEILING	PLASTER	INTACT	GRAY	5.72	10/15/18 14:03:56	NEGATIVE	0.41	0.13
15	EAST HS POOL	OTTOSEN	FIRST	MEN'S LOCKER ENTRY	DOOR FRAME	METAL	INTACT	GRAY	5.43	10/15/18 14:04:37	NEGATIVE	0.15	0.13
16	EAST HS POOL	OTTOSEN	FIRST	MEN'S LOCKER ENTRY	DOOR	METAL	INTACT	BLUE	5.58	10/15/18 14:05:03	NEGATIVE	0.14	0.13
17	EAST HS POOL	OTTOSEN	FIRST	MEN'S LOCKER ENTRY	WALL	CMU	INTACT	YELLOW	5.31	10/15/18 14:05:55	NEGATIVE	0.23	0.13
18	EAST HS POOL	OTTOSEN	FIRST	MEN'S LOCKER ROOM	WALL	CMU	INTACT	YELLOW	5.43	10/15/18 14:07:23	NEGATIVE	0.2	0.13
19	EAST HS POOL	OTTOSEN	FIRST	MEN'S LOCKER ROOM	WALL	CONCRETE	INTACT	YELLOW	5.39	10/15/18 14:08:40	NEGATIVE	0.23	0.13
20	EAST HS POOL	OTTOSEN	FIRST	MEN'S LOCKER ROOM	WALL	CERAMIC	INTACT	PINK	3.4	10/15/18 14:09:20	POSITIVE	16.59	0.16
21	EAST HS POOL	OTTOSEN	FIRST	MEN'S LOCKER ROOM	CEILING	PLASTER	INTACT	YELLOW	5.39	10/15/18 14:09:59	NEGATIVE	-0.17	0.13
22	EAST HS POOL	OTTOSEN	FIRST	JANITOR'S ROOM	WALL	CMU	INTACT	YELLOW	5.4	10/15/18 14:11:01	NEGATIVE	0.22	0.13
23	EAST HS POOL	OTTOSEN	FIRST	JANITOR'S ROOM	DOOR FRAME	METAL	INTACT	GRAY	6.18	10/15/18 14:11:40	NEGATIVE	0.57	0.12
24	EAST HS POOL	OTTOSEN	FIRST	POOL	FLOOR TILE	CERAMIC	INTACT	LT BROWN	5.46	10/15/18 14:13:09	NEGATIVE	0.21	0.13
25	EAST HS POOL	OTTOSEN	FIRST	POOL	WALL	CONCRETE	INTACT	YELLOW	5.3	10/15/18 14:15:16	NEGATIVE	0.21	0.13
26	EAST HS POOL	OTTOSEN	FIRST	POOL	WALL	DRYWALL	INTACT	YELLOW	5.38	10/15/18 14:15:59	NEGATIVE	0.21	0.13
27	EAST HS POOL	OTTOSEN	FIRST	POOL	WALL	DRYWALL	INTACT	YELLOW	5.43	10/15/18 14:16:30	NEGATIVE	0.22	0.13
28	EAST HS POOL	OTTOSEN	FIRST	POOL	WINDOW CASING	METAL	INTACT	BROWN	5.41	10/15/18 14:17:06	NEGATIVE	0.19	0.13
29	EAST HS POOL	OTTOSEN	FIRST	POOL	FLOOR TILE	CERAMIC	INTACT	BEIGE	5.67	10/15/18 14:17:56	NEGATIVE	0.22	0.13
30	EAST HS POOL	OTTOSEN	FIRST	POOL	FLOOR	CONCRETE	POOR	YELLOW	6.26	10/15/18 14:20:16	NEGATIVE	0.24	0.12
31	EAST HS POOL	OTTOSEN	FIRST	POOL VIEWING CORRIDOR	WALL	CMU	INTACT	YELLOW	5.33	10/15/18 14:22:39	NEGATIVE	0.25	0.13
32	EAST HS POOL	OTTOSEN	FIRST	SOUTH OFFICE	WALL	CMU	INTACT	YELLOW	5.5	10/15/18 14:23:03	NEGATIVE	0.15	0.13
33	EAST HS POOL	OTTOSEN	FIRST	SOUTH OFFICE	DOOR FRAME	METAL	INTACT	GRAY	5.54	10/15/18 14:23:38	NEGATIVE	0.14	0.13
34	EAST HS POOL	OTTOSEN	FIRST	SOUTH OFFICE	DOOR	METAL	INTACT	BLUE	5.38	10/15/18 14:24:07	NEGATIVE	0.2	0.13
35	EAST HS POOL	OTTOSEN	FIRST	CHEMICAL STORAGE	DOOR	METAL	INTACT	BLUE	5.09	10/15/18 14:33:13	NEGATIVE	0.14	0.13
36	EAST HS POOL	OTTOSEN	FIRST	CHEMICAL STORAGE	DOOR FRAME	METAL	INTACT	BEIGE	5.6	10/15/18 14:33:38	NEGATIVE	0.1	0.13
37	EAST HS POOL	OTTOSEN	FIRST	CHEMICAL STORAGE	WALL	DRYWALL	INTACT	OFF-WHITE	5.48	10/15/18 14:34:11	NEGATIVE	0.25	0.13
38	EAST HS POOL	OTTOSEN	FIRST	MECHANICAL ROOM	WALL	DRYWALL	INTACT	OFF-WHITE	5.08	10/15/18 14:34:46	NEGATIVE	0.17	0.13
39	EAST HS POOL	OTTOSEN	FIRST	MECHANICAL ROOM	FRAME	METAL	INTACT	BLUE	5.39	10/15/18 14:35:25	NEGATIVE	0.17	0.13
40	EAST HS POOL	OTTOSEN	FIRST	MECHANICAL ROOM	WALL	CMU	INTACT	OFF-WHITE	5.07	10/15/18 14:35:57	NEGATIVE	0.09	0.13
41	EAST HS POOL	OTTOSEN	FIRST	MECHANICAL ROOM	DOOR	METAL	INTACT	OFF-WHITE	5.46	10/15/18 14:36:35	NEGATIVE	0.05	0.13
42	EAST HS POOL	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.49	10/15/18 14:40:33	POSITIVE	1	0.07
43	EAST HS POOL	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.7	10/15/18 14:41:20	NEGATIVE	0.97	0.07
44	EAST HS POOL	OTTOSEN	-	-	CALIBRATION CK	-	-	GREEN	20.46	10/15/18 14:42:08	POSITIVE	1.01	0.07

Table Heading Descriptions: See next page.

Duration: This is the nominal time in "source" seconds that each sample was analyzed.

LBP: Results are shown as positive (POS ≥ 1.0 mg/cm²) or negative (NEG < 1.0 mg/cm²). Positive results are shown in bold print.

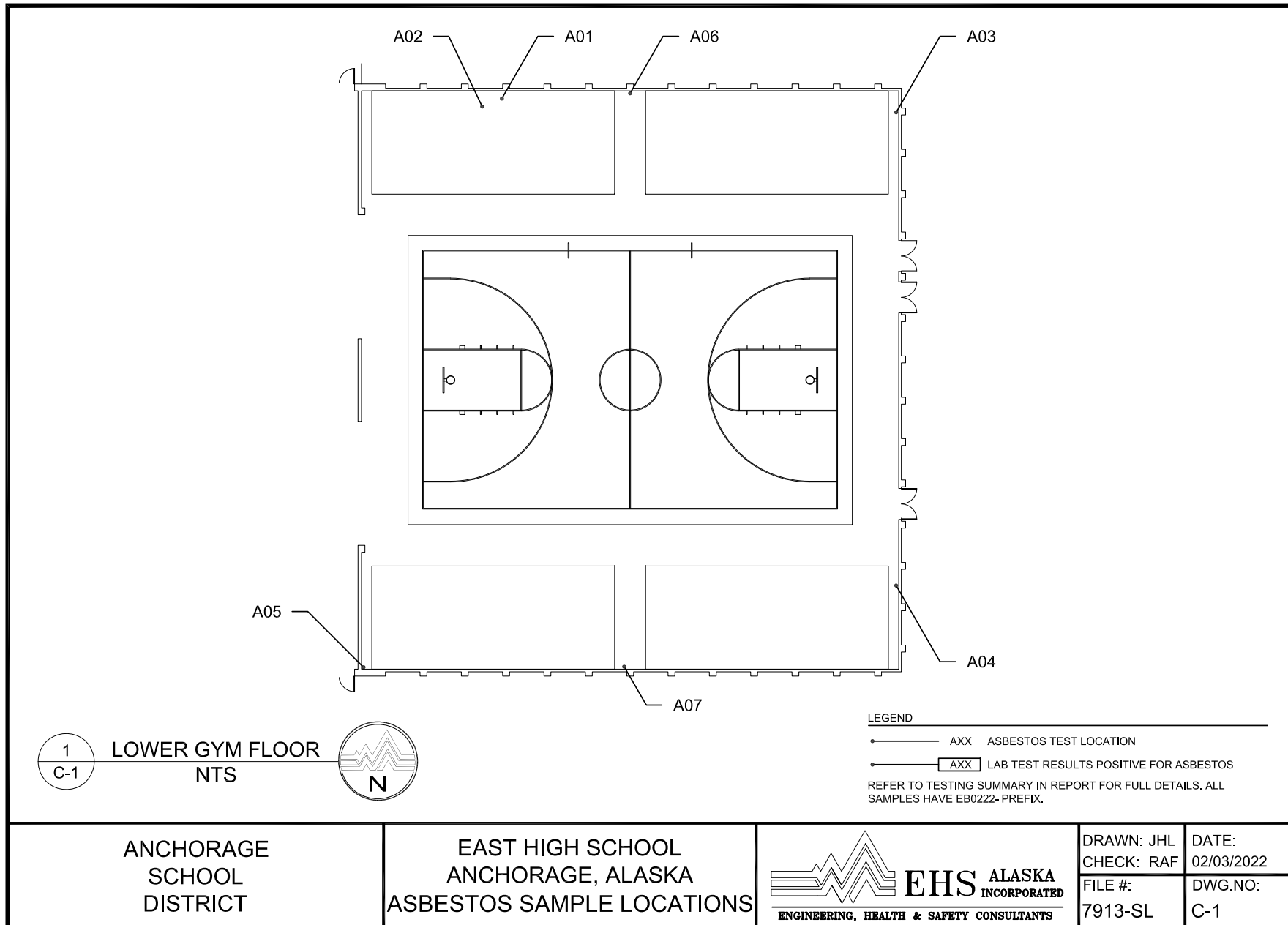
mg/cm²: This is the testing results produced by the Heuresis Pb200i instrument in milligrams of lead per square centimeter (mg/cm²). The EPA defines lead based paint as paint containing lead at 1.0 mg/cm² or greater. A negative number is a result of an internal computation made by the instrument and should be interpreted as zero. Even though paint may be termed negative (less than 1.0 mg/cm²) by EPA definition, disturbance of the paint may still be regulated by OSHA under 29 CFR 1926.62. Where lead is present at any level, appropriate engineering controls, work practices and personal protective equipment should be used until a negative exposure assessment can be determined. <LOD indicates that the lead present was less than the limits of detection of the instrument (very little or no lead present).

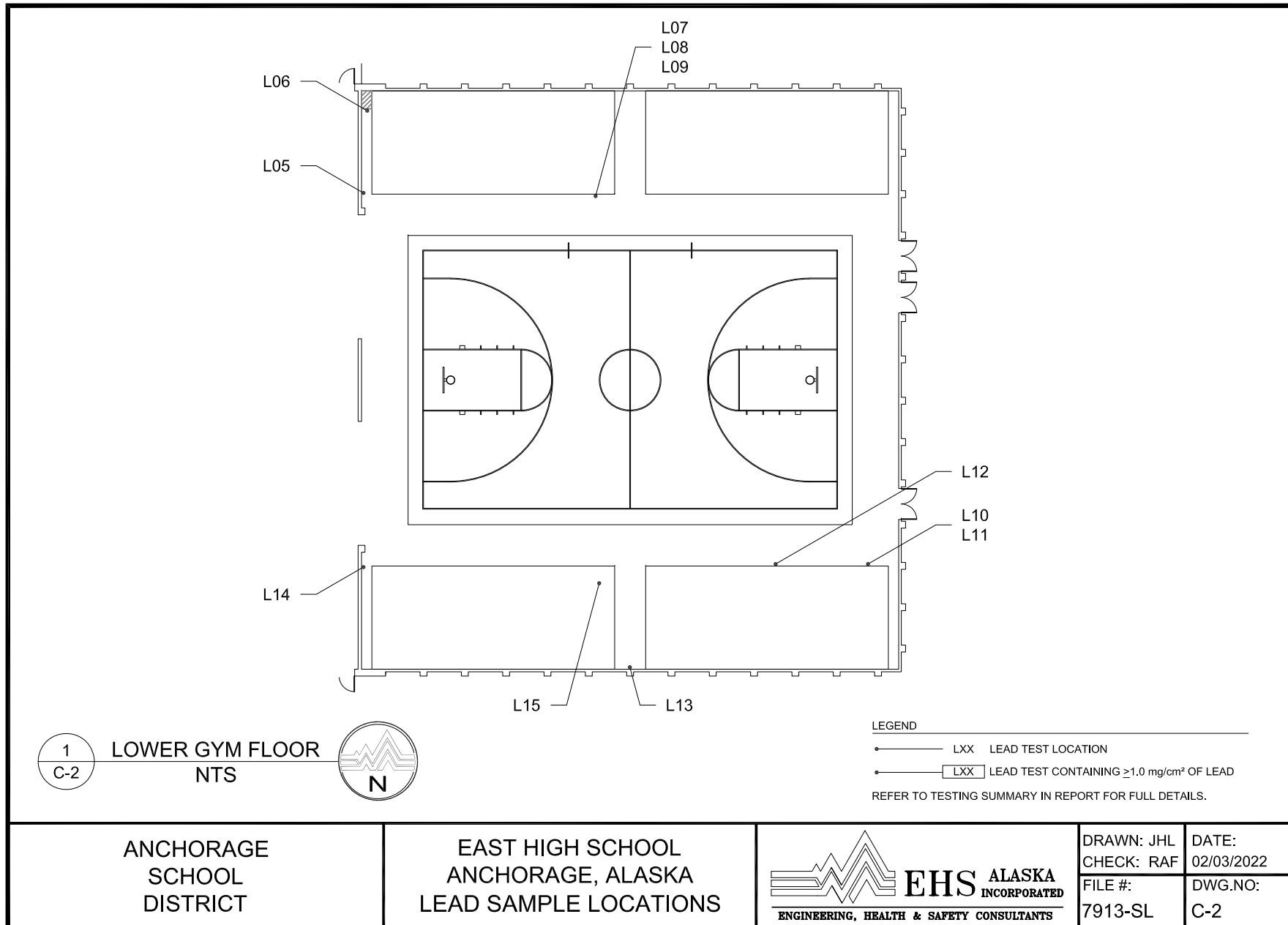
VOID: This indicates that the test was intentionally terminated by the operator due to operator error (e.g. - operator moved analyzer while testing).

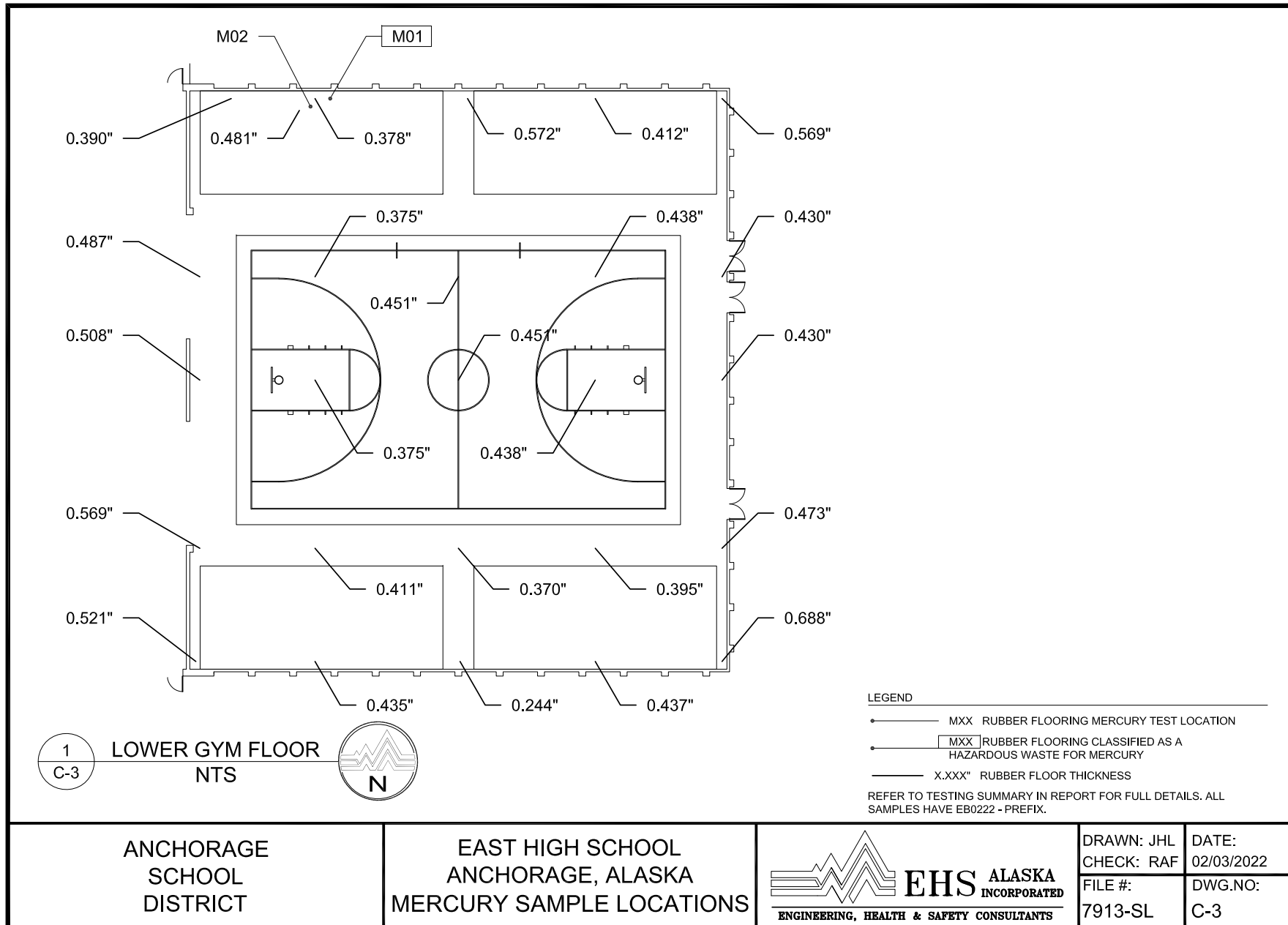
Substrate: Where ceramic is shown as a substrate, lead content is typically from the glazing on the tile unless the tile is painted.

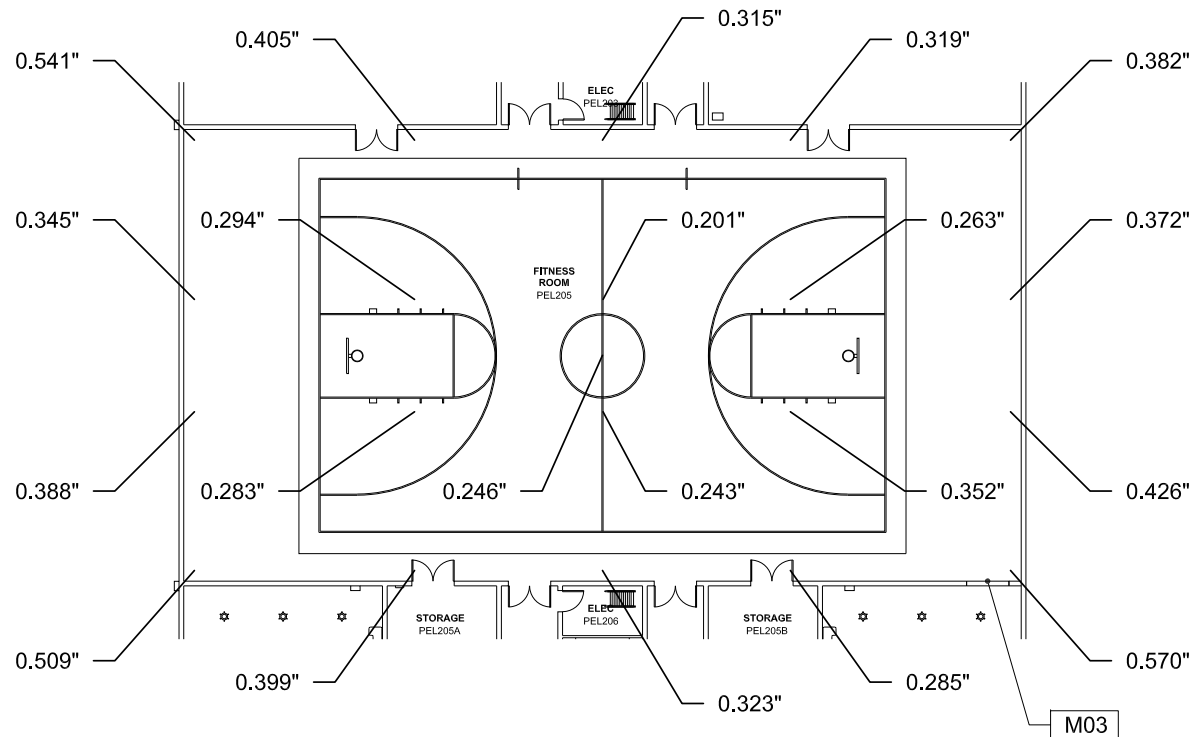
APPENDIX F

Drawings of Sample Locations









1
C-4

UPPER GYM FLOOR
NTS



LEGEND

- MXX RUBBER FLOORING MERCURY TEST LOCATION
- MXX RUBBER FLOORING CLASSIFIED AS A HAZARDOUS WASTE FOR MERCURY
- X.XXX" RUBBER FLOOR THICKNESS

REFER TO TESTING SUMMARY IN REPORT FOR FULL DETAILS. ALL SAMPLES HAVE EB0222 - PREFIX.

ANCHORAGE
SCHOOL
DISTRICT

EAST HIGH SCHOOL
ANCHORAGE, ALASKA
MERCURY SAMPLE LOCATIONS

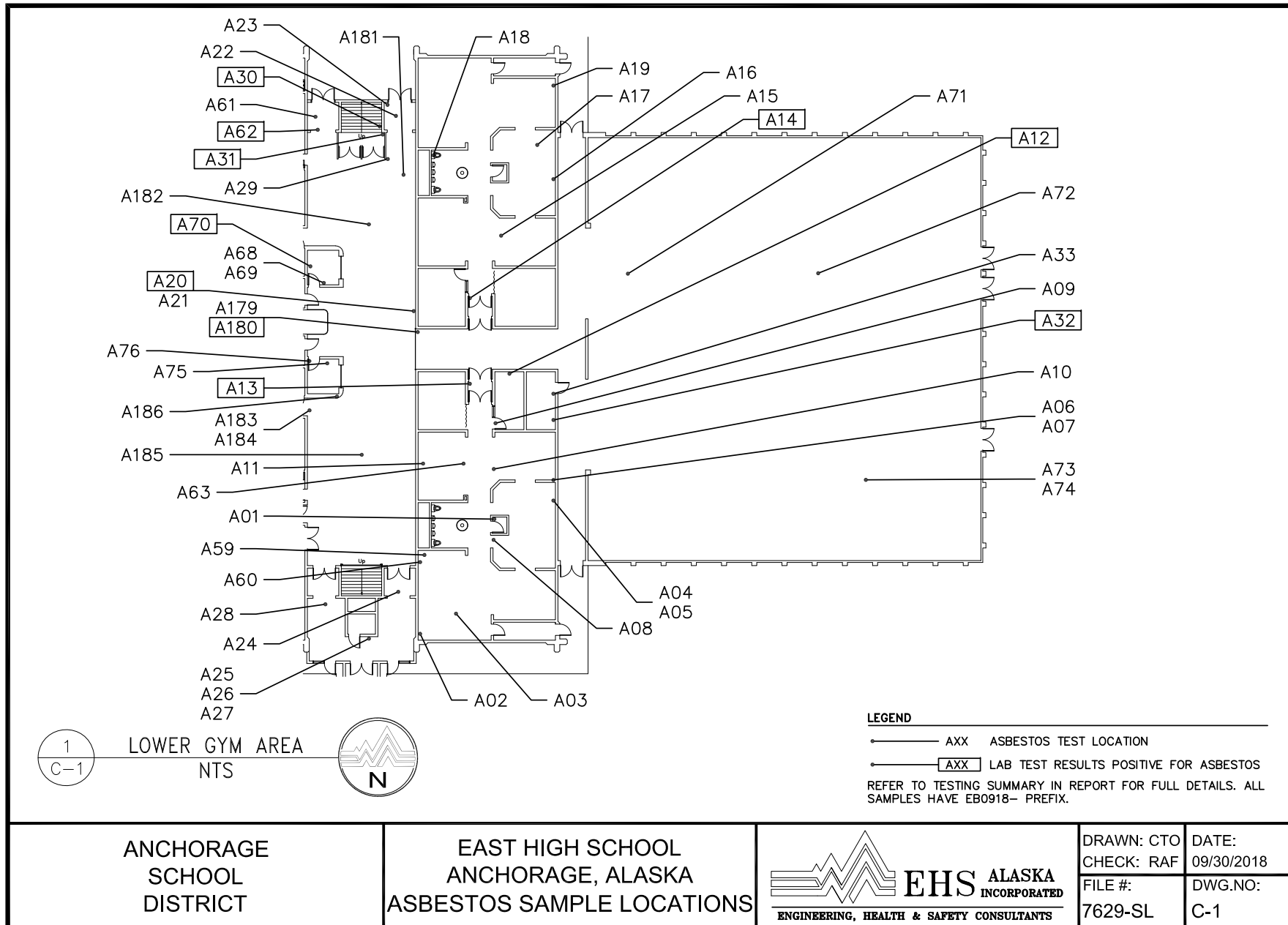


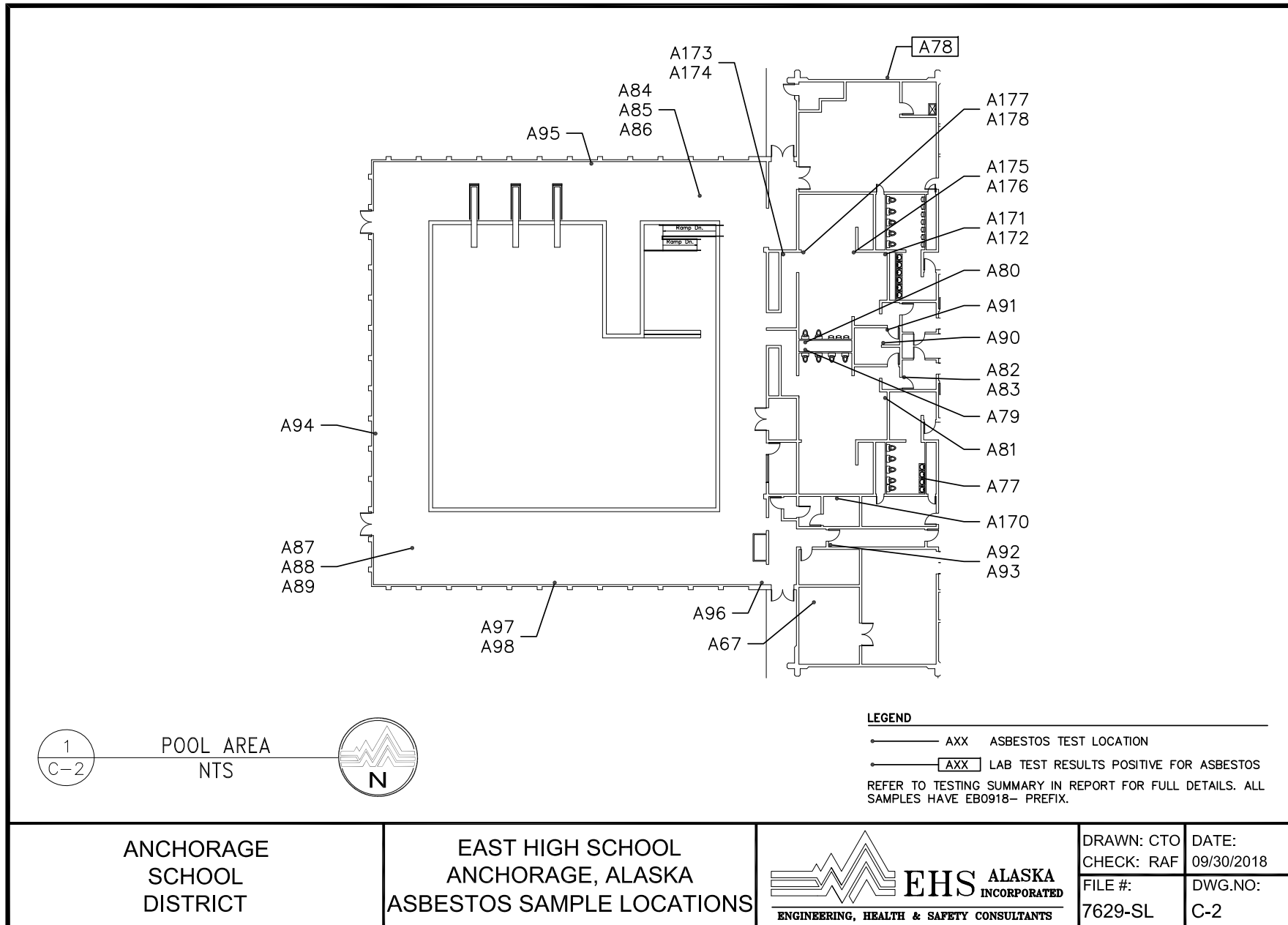
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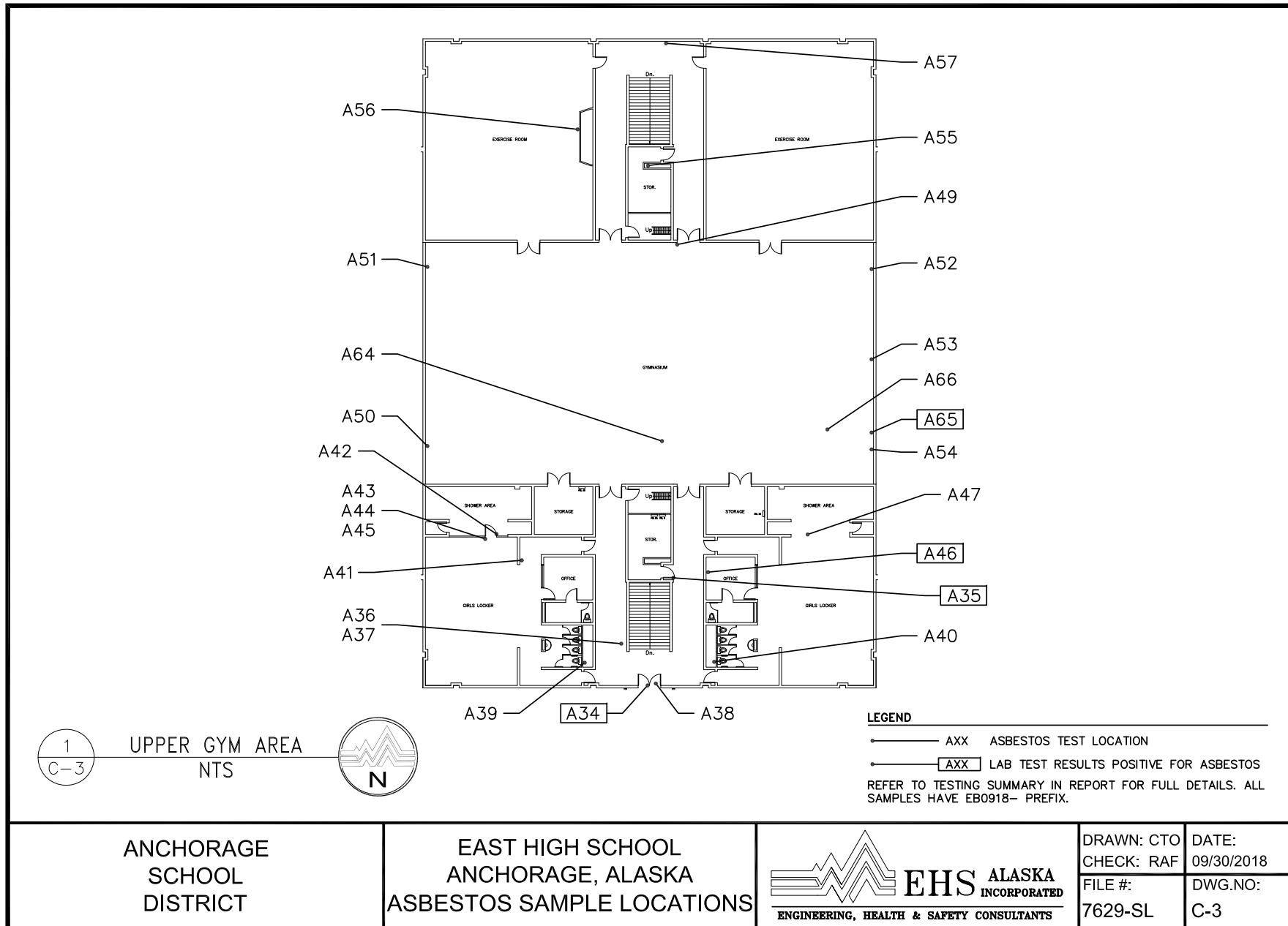
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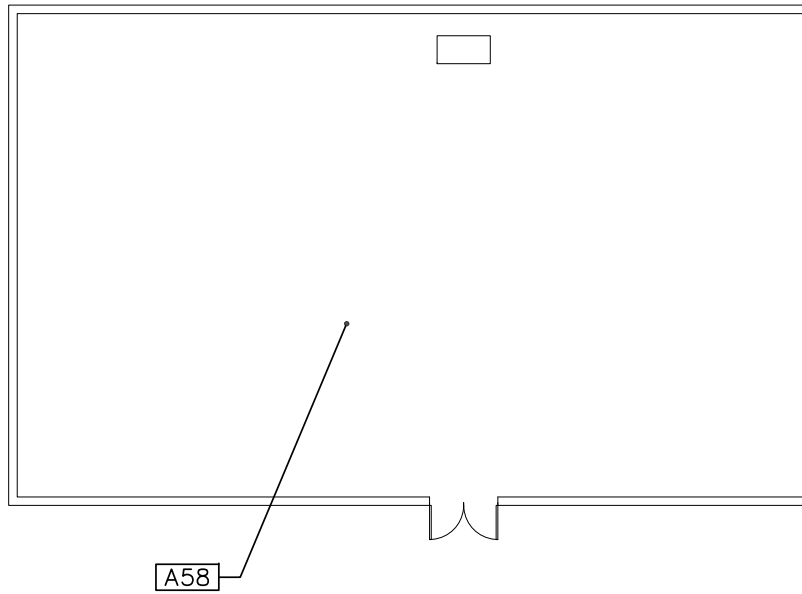
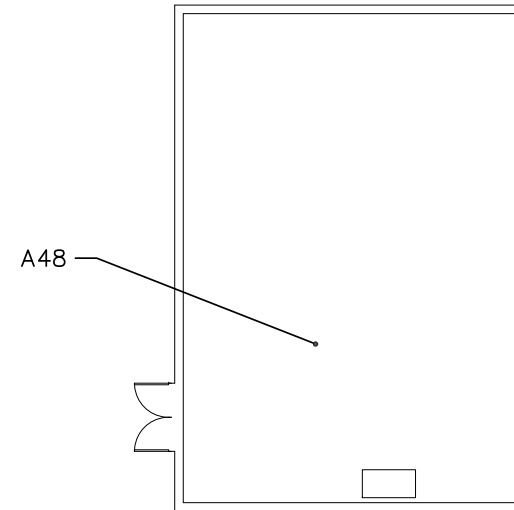
FILE #:
7913-SL

DWG.NO:
C-4







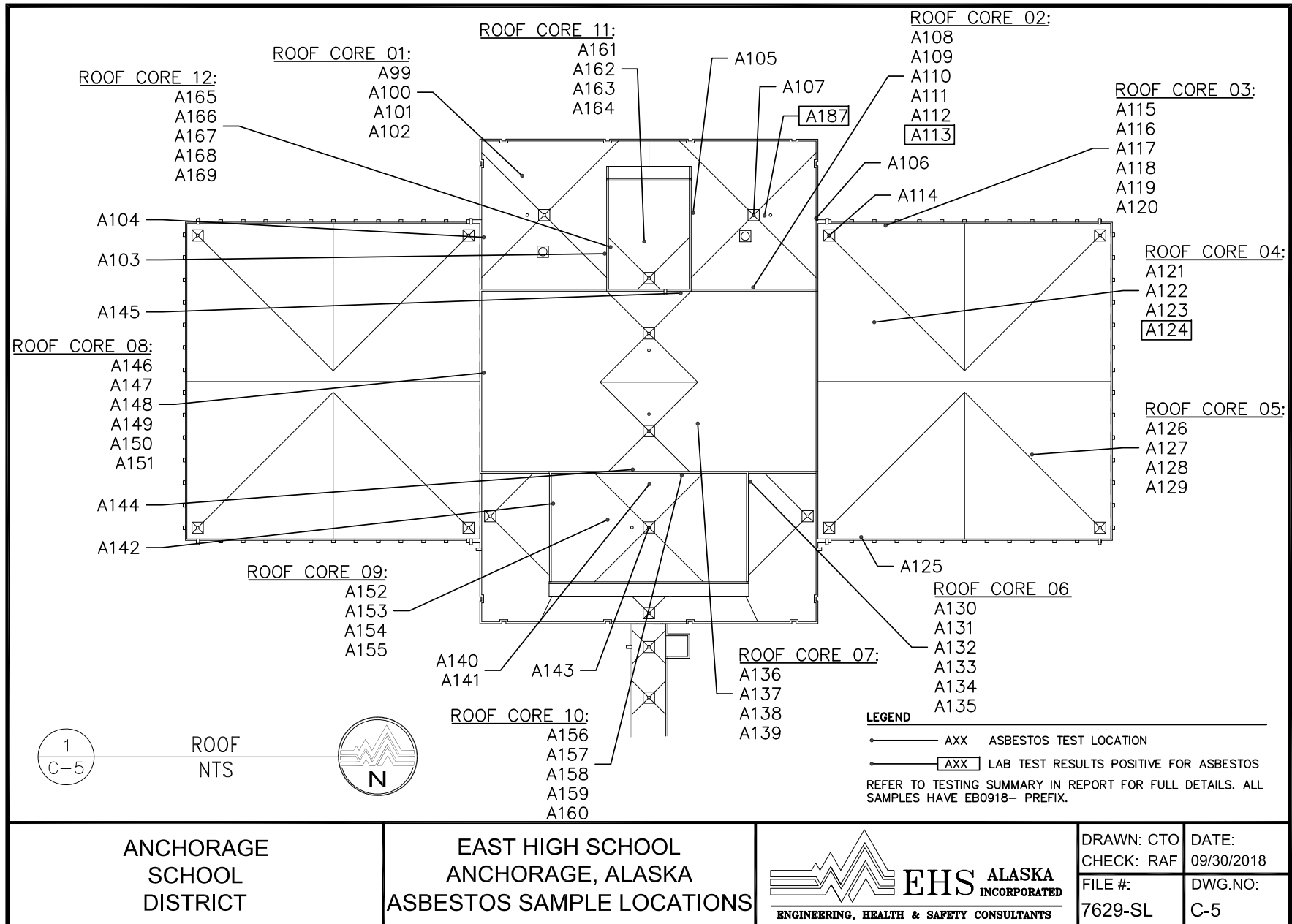
SOUTH GYM FAN ROOM
NTSNORTH GYM FAN ROOM
NTS**LEGEND**

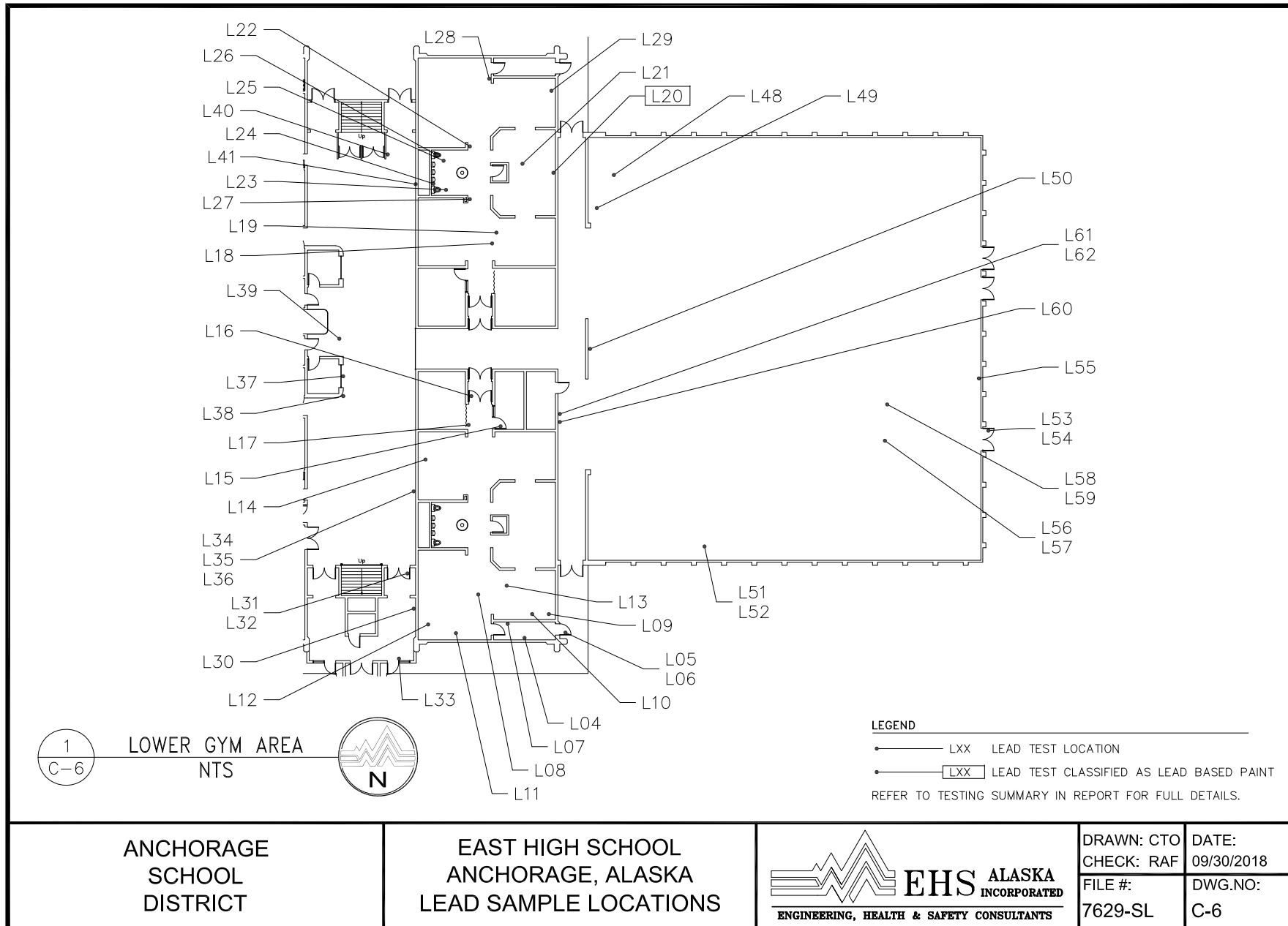
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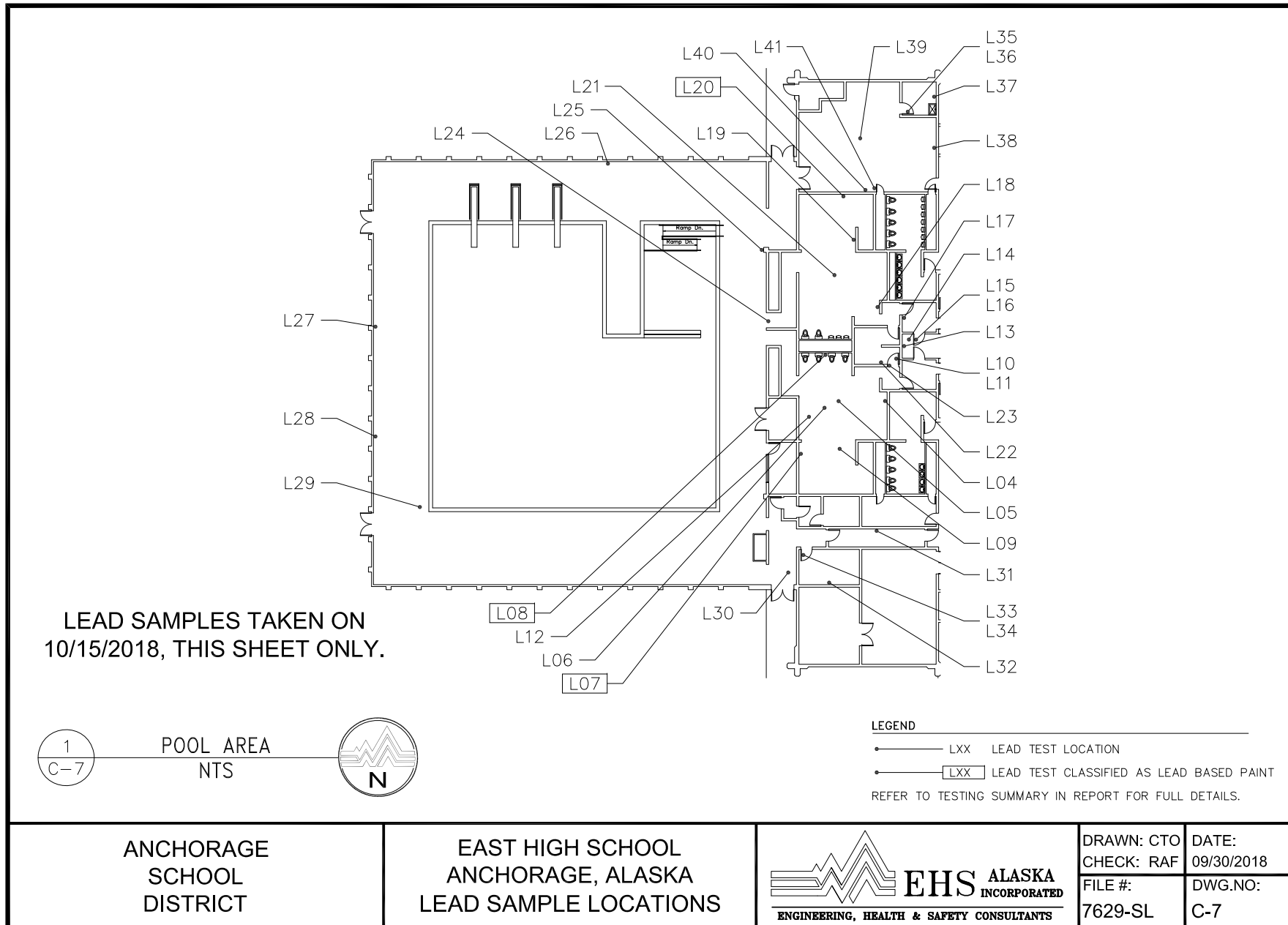
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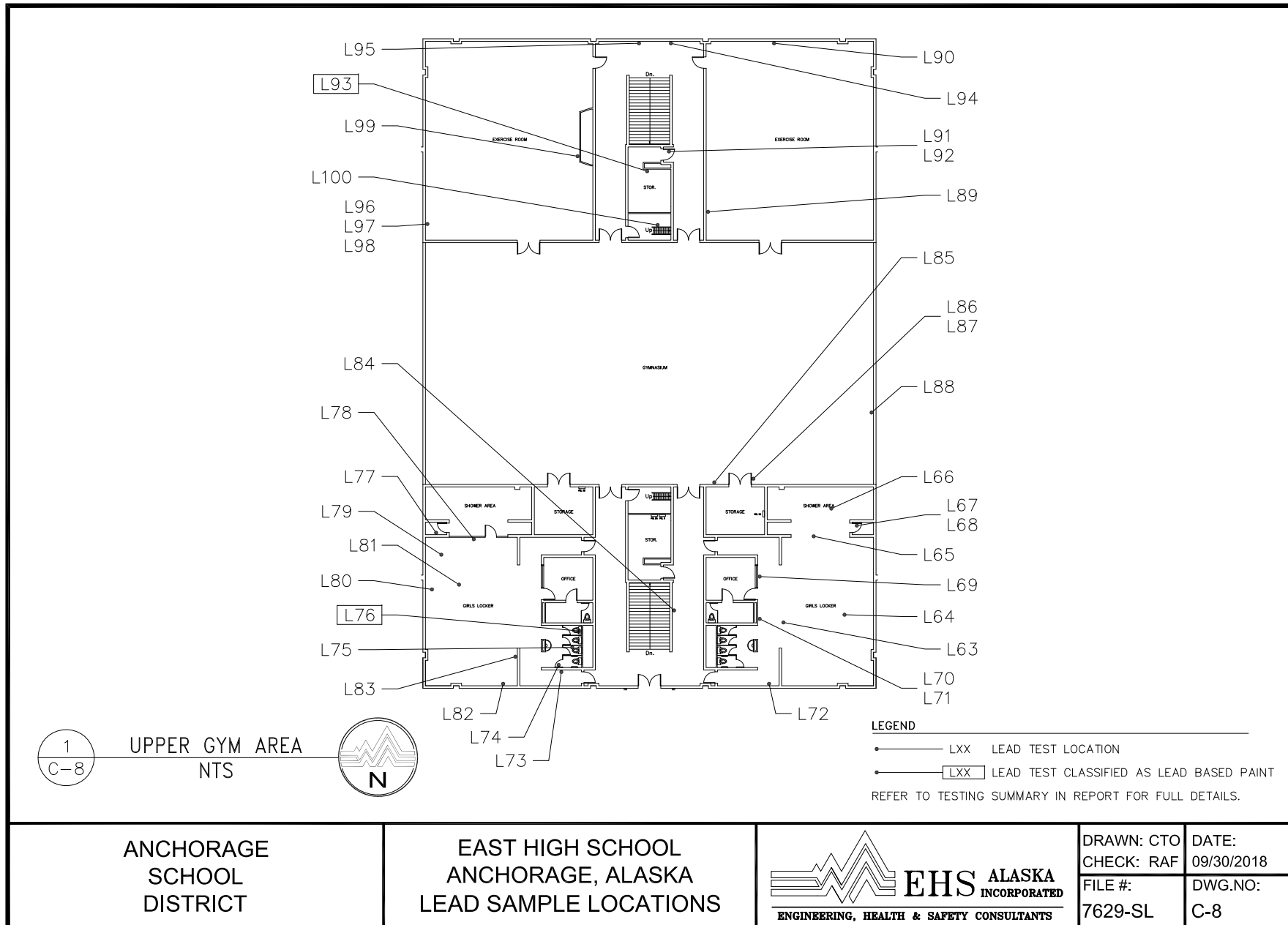
REFER TO TESTING SUMMARY IN REPORT FOR FULL DETAILS. ALL SAMPLES HAVE EB0918- PREFIX.

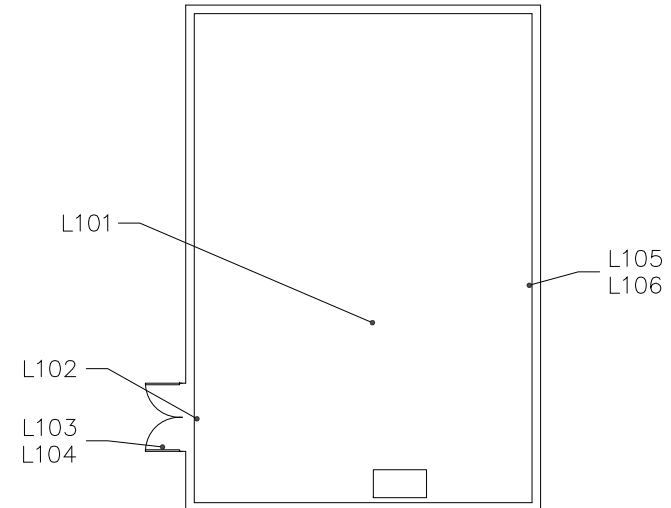
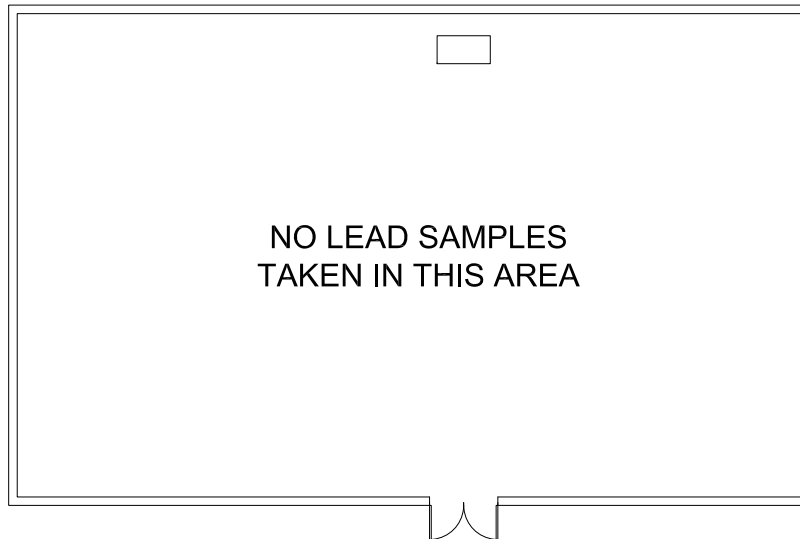
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SCHOOL
DISTRICTEAST HIGH SCHOOL
ANCHORAGE, ALASKA
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CHECK: RAFDATE:
09/30/2018FILE #:
7629-SLDWG.NO:
C-4











LEGEND

- LXX LEAD TEST LOCATION
 - LXX LEAD TEST CLASSIFIED AS LEAD BASED PAINT
- REFER TO TESTING SUMMARY IN REPORT FOR FULL DETAILS.

ANCHORAGE
SCHOOL
DISTRICT

EAST HIGH SCHOOL
ANCHORAGE, ALASKA
LEAD SAMPLE LOCATIONS

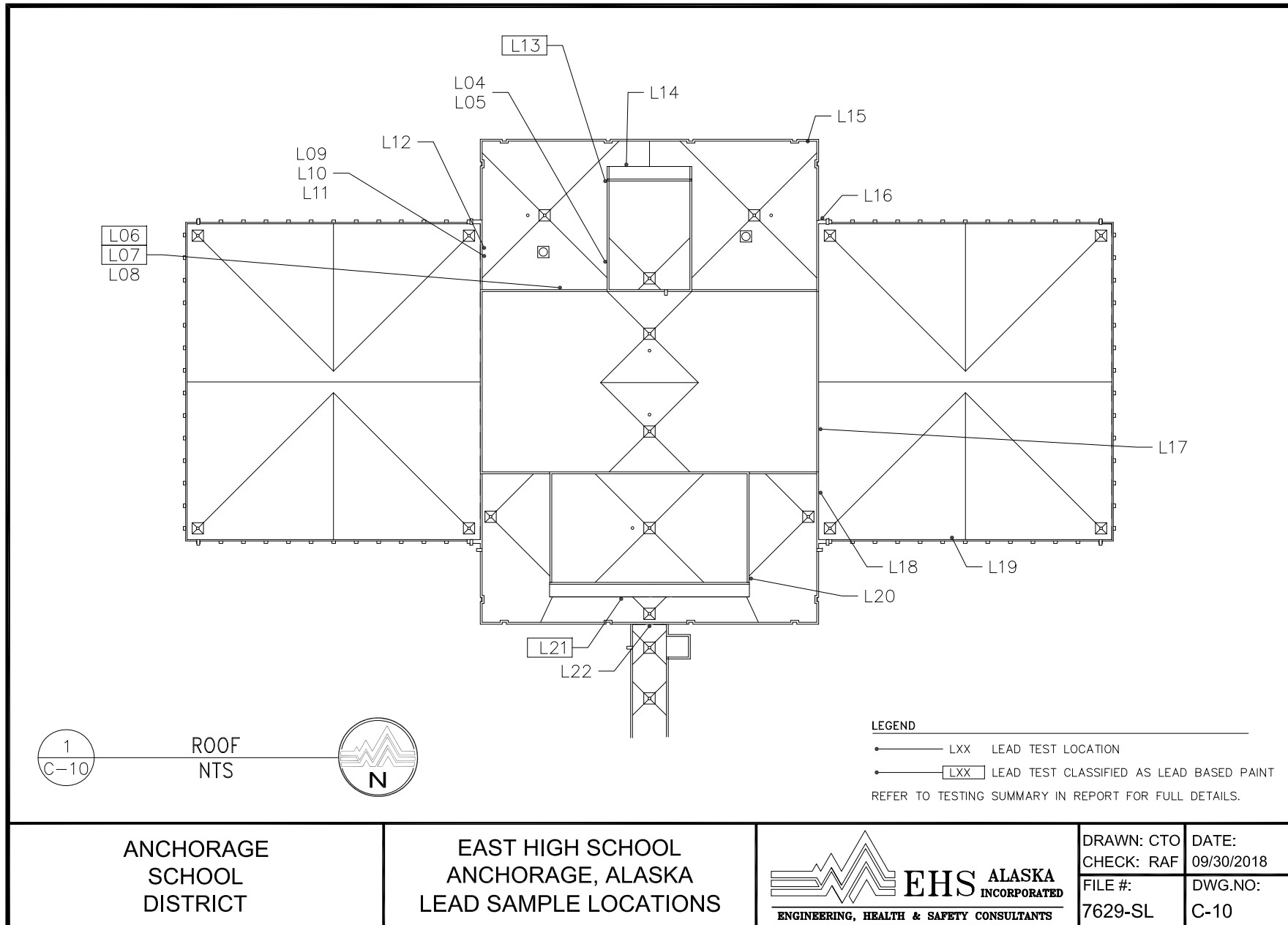


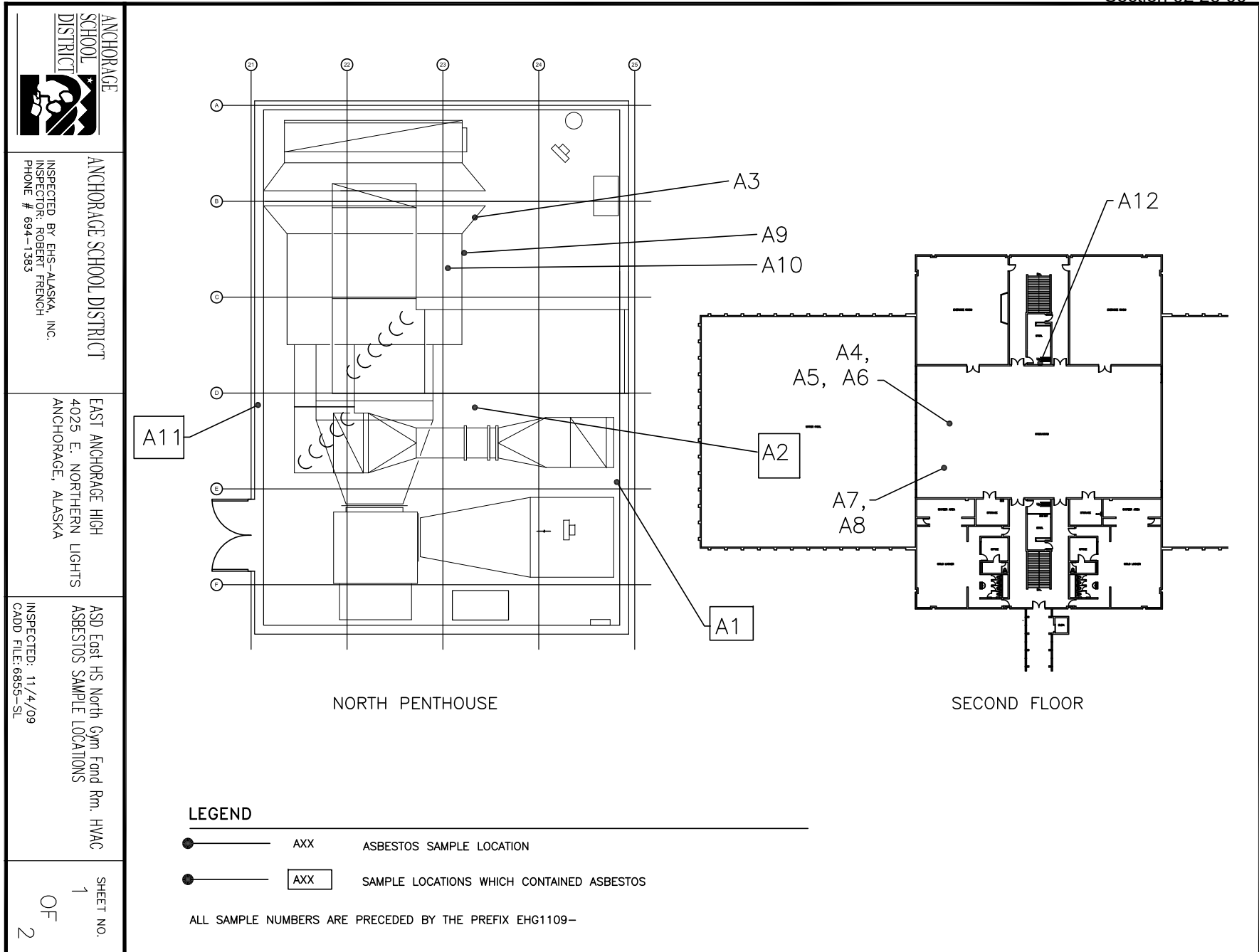
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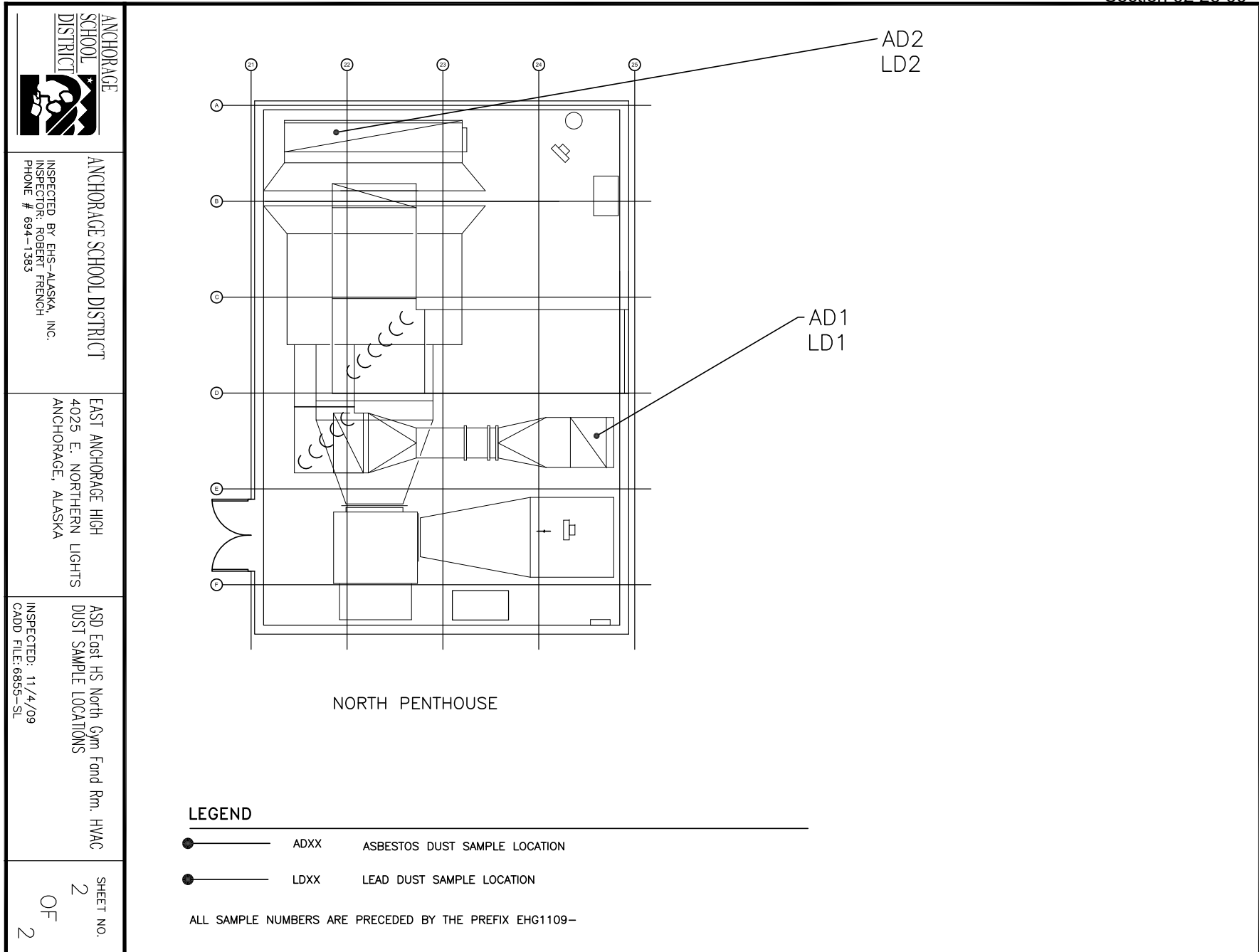
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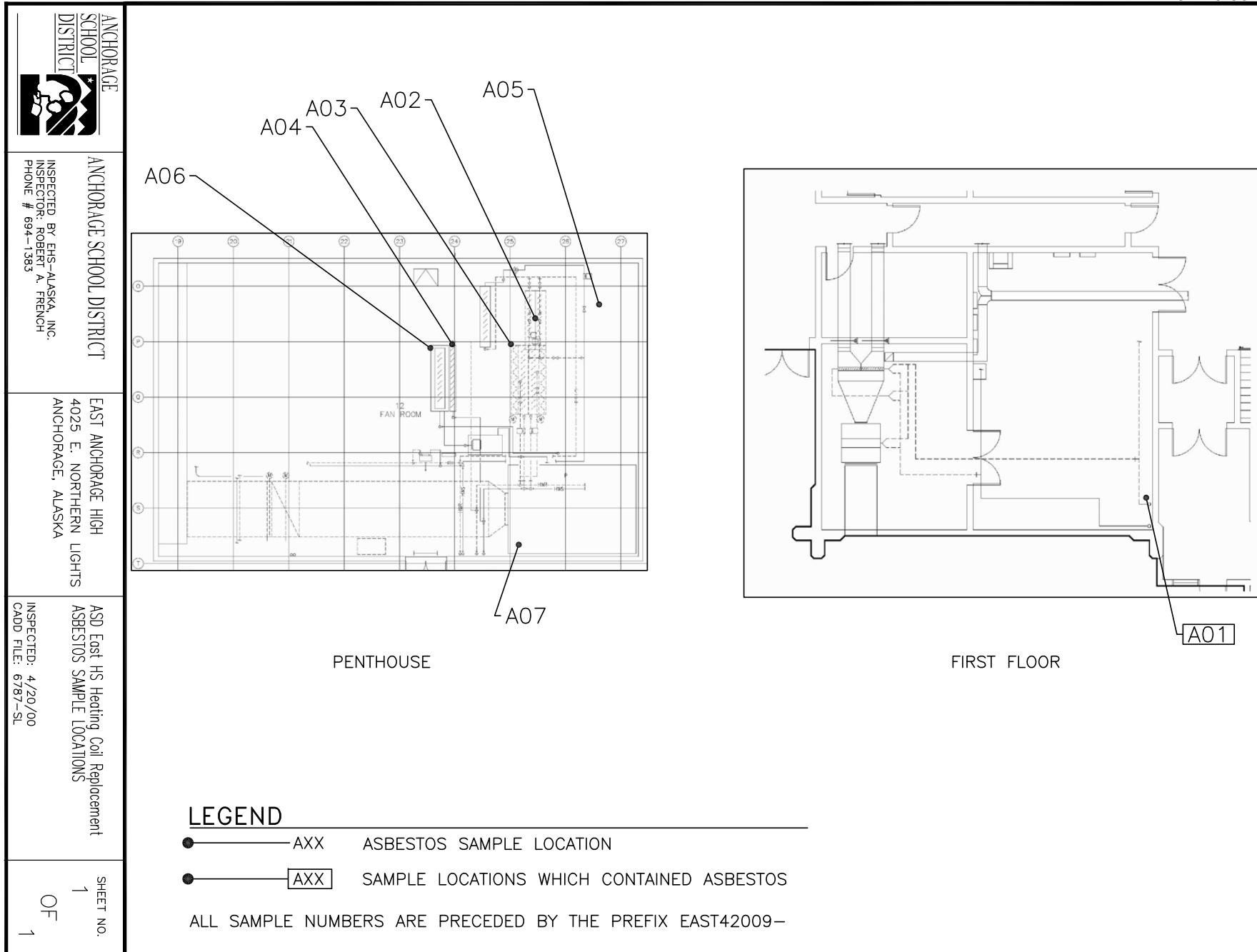
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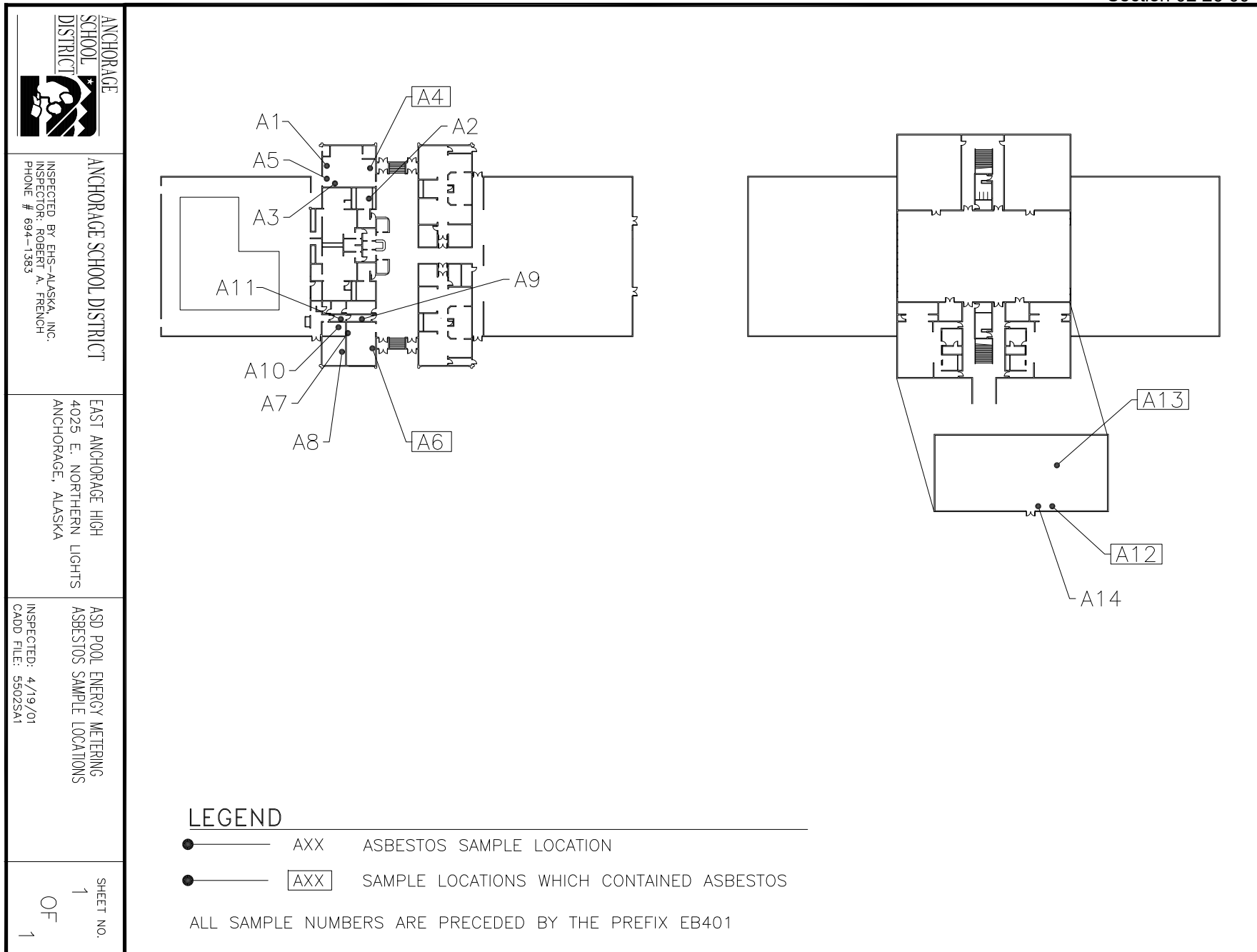
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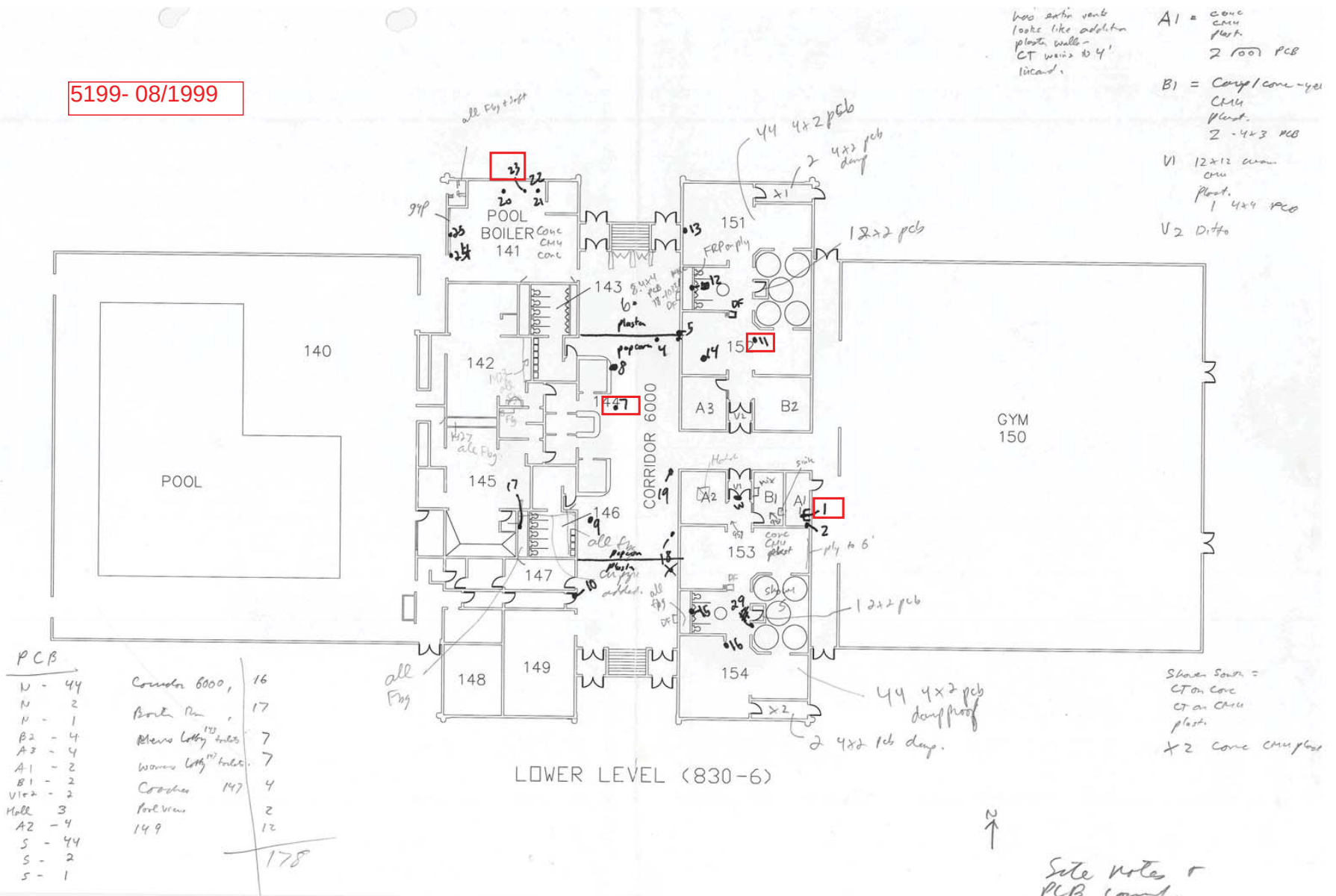




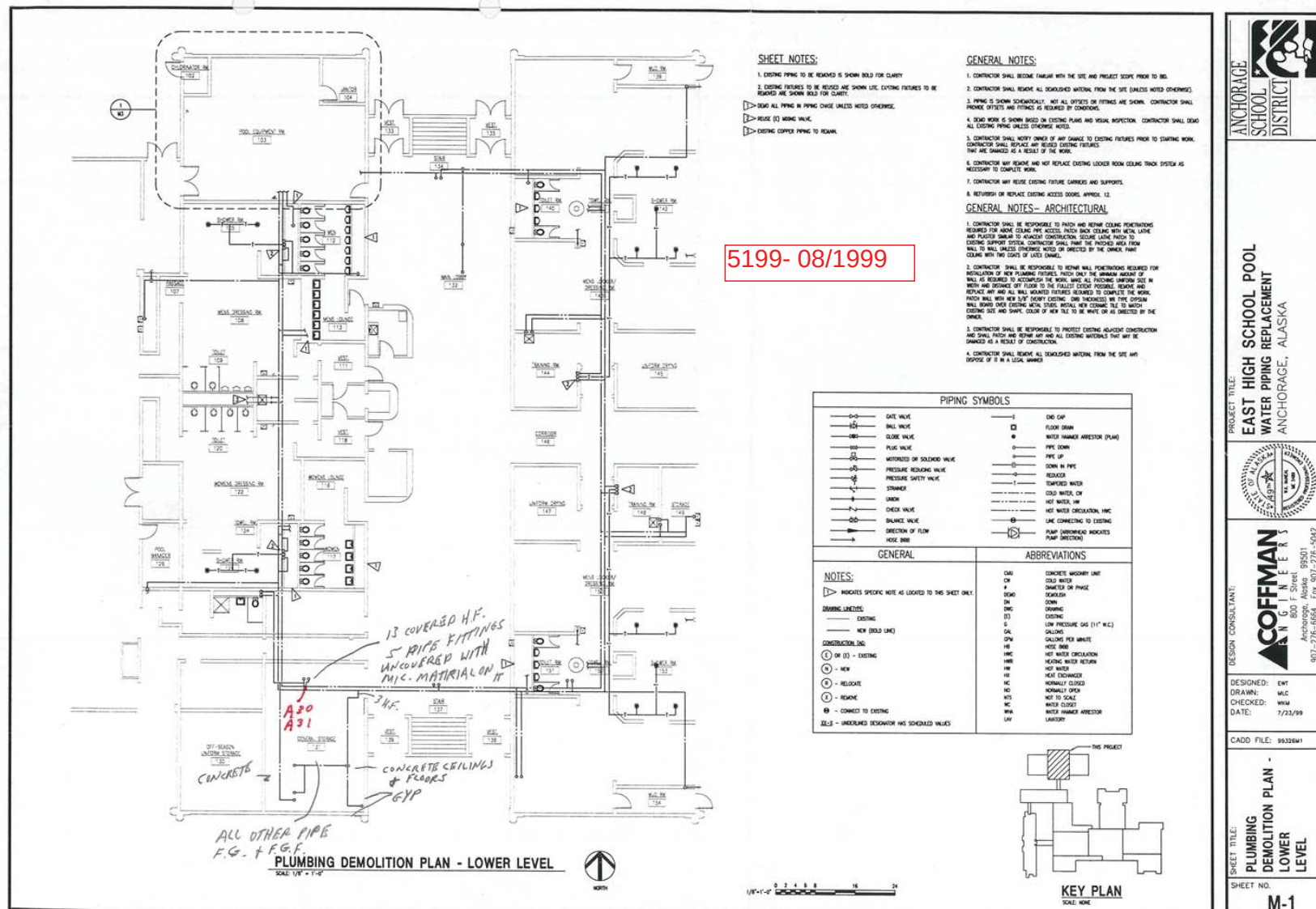


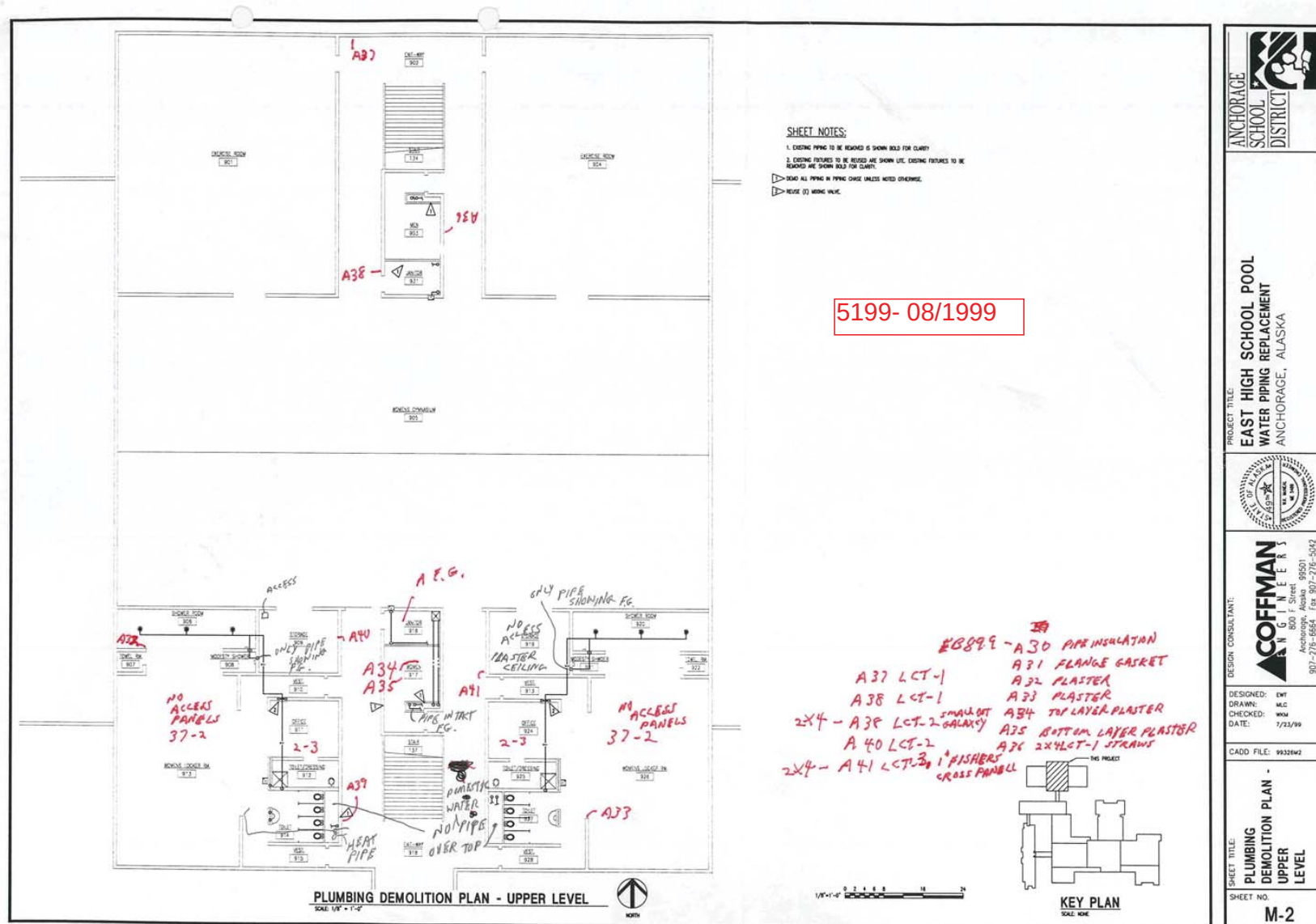


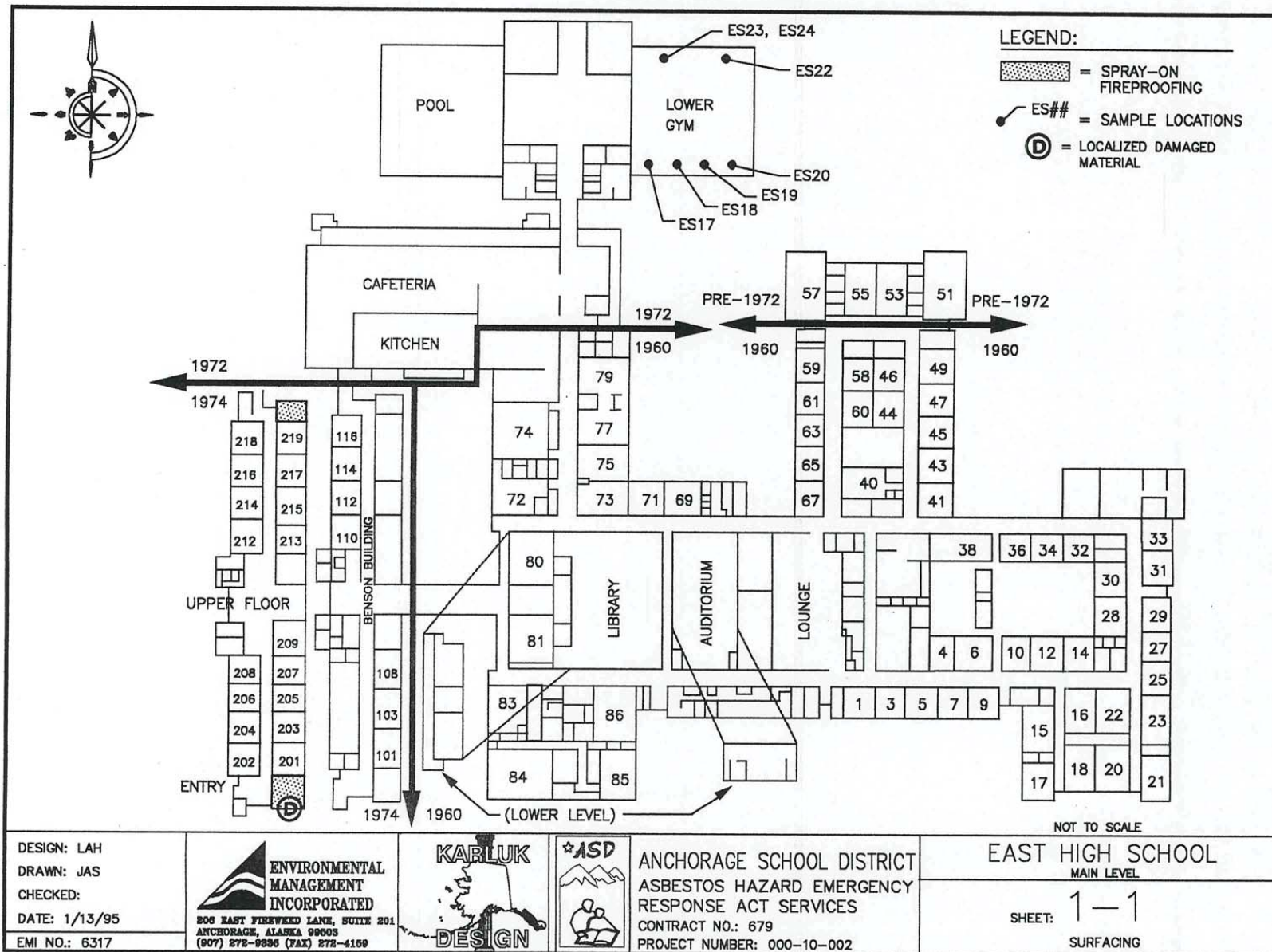
Division 02
Section 02 26 00

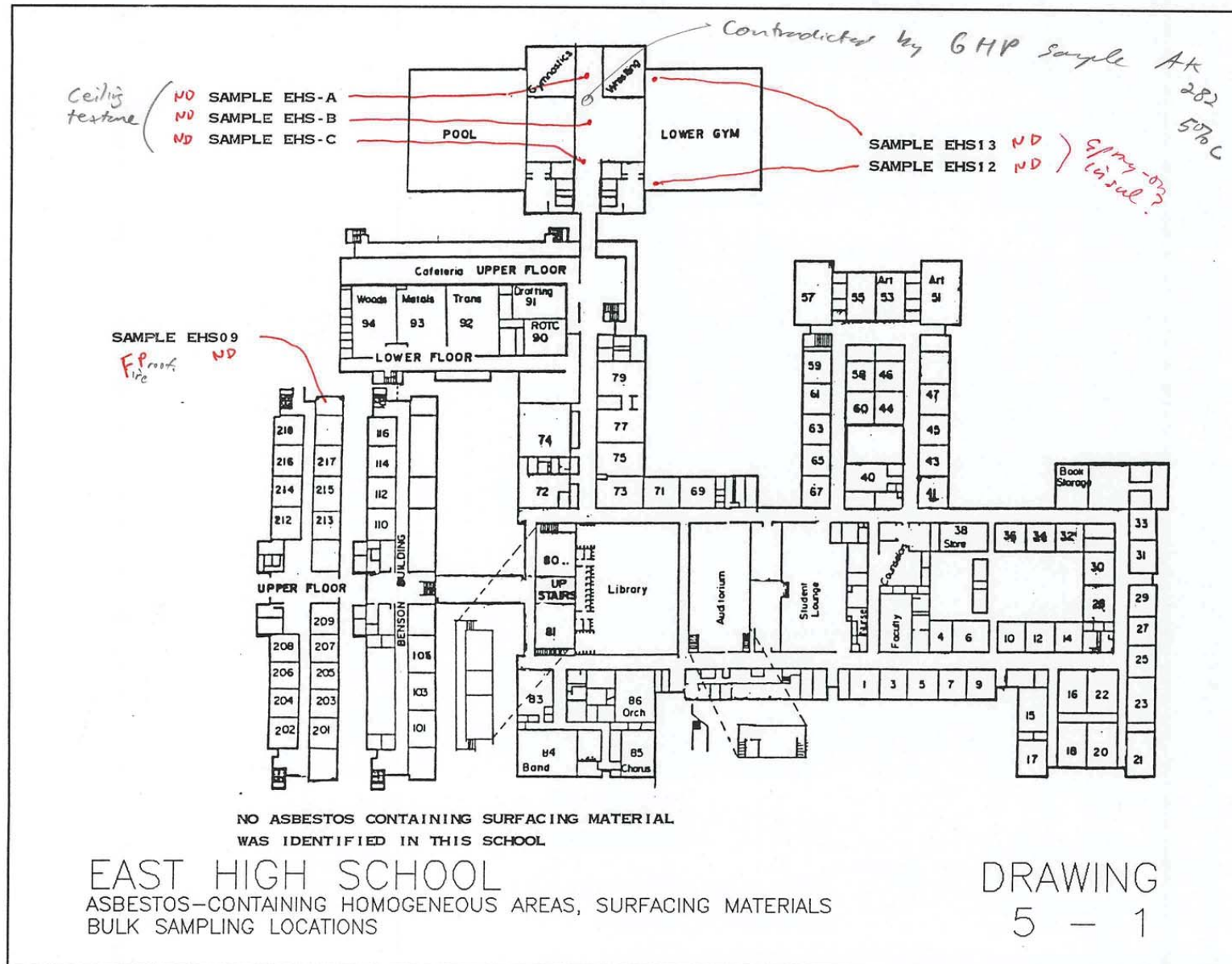


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SELECTIVE DEMOLITION

PART 1. GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 NOTIFICATIONS

- A. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead are also present in the settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with the EPA and OSHA requirements.

1.03 SUMMARY

- A. Remove all designated and undesignated building components, equipment and fixtures as necessary to complete the Work.
- B. Cap and identify utilities.
- C. Removal and storage of items to be reinstalled upon completion of alteration and renovation work.

1.04 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.05 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.06 SUBMITTALS

- A. Submit demolition and removal procedures and schedule.
- B. Submit record drawings at end of project that reflect demolition findings.

1.07 EXISTING CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- D. Provide, erect, and maintain temporary barriers and security devices.
- E. Except where noted otherwise, Contractor shall dispose of all removed material and equipment.
- F. Hazardous Materials: A report on the presence of hazardous materials follows this section. Examine report to become aware of locations where hazardous materials are present. Remove hazardous materials according to all current and applicable codes, regulations, rules, laws and ordinances, etc., by all OSHA, Federal, State, Municipal and Local entities and other Authorities having Jurisdiction.
 - 1. If suspected hazardous materials other than in the roof are encountered, do not disturb; immediately notify Owner's Representative. Unknown hazardous materials will be removed by Owner under a separate contract.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION

3.01 PREPARATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Protect existing items that are not required to be altered.
- C. Disconnect, remove, and cap designated and non-required utility services within demolition areas. Notify Owner minimum 24 hours prior to disconnection and removal of services.
- D. Mark location of disconnected utilities. Identify and indicate capping locations on Project Record Documents. See Drawings for antenna work and information.
- E. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- F. Coordinate project demolition with work of other Sections.

3.02 EXECUTION

- A. Demolish in an orderly and careful manner. Protect existing supporting structural members and building components to remain. Provide shoring, bracing and supports as required.
- B. Except where noted otherwise, immediately remove demolished materials from site.
- C. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect.
- D. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- E. Do not burn or bury materials on site.
- F. Remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition.
- G. Every effort has been made to verify that the information presented in the Contract Documents is complete and accurate; however, it shall be the Contractor's responsibility to verify all existing site conditions, information and dimensions.

3.03 DISPOSAL OF DEMOLISHED MATERIALS

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- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.04 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

HAZARDOUS MATERIALS – SUMMARY OF REQUIREMENTS

PART 1. GENERAL

1.01 SCOPE OF WORK

- A. The hazards abatement portion of this project includes the disturbance and/or removal and disposal of selected asbestos-containing materials, mercury-containing materials, lead-containing materials and/or other hazardous materials in the portions of the buildings being renovated. The Contractor shall remove or disturb hazardous materials as coordinated with other trades, as specified and/or indicated on the drawings and as required to complete the work. Refer to the Contractor's approved work plan for hazardous materials removal, disturbance and disposal procedures.
- B. Quantities of mercury-containing materials, asbestos-containing materials (ACM), and hazardous materials shown on drawings are based on a comprehensive survey of the building and take-offs from scale drawings. It is the contractor's responsibility to remove and dispose of all hazardous materials affected by the project from the site in accordance with applicable regulations. The contractor shall immediately notify the owner if other ACM or additional quantities are discovered. Quantities of materials removed shall be documented on a daily basis and shall include all materials removed and locations, in the units used on the drawings. Unit pricing shall be provided in the bid for all identified hazardous material in case additional quantities are discovered
- C. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.

1.02 CONTRACTOR EXPERIENCE

- A. The Contractor performing the work must have been in the business of performing hazardous material remediation for the past three years. During that three-year period, the Contractor must have successfully completed in a timely fashion at least two projects similar in scope, size and complexity to the required work.
- B. For each project submitted to meet the experience requirements set forth in item A above, the Contractor must provide the information set forth below:
 - 1. Name of Client.
 - 2. Name and location of the project.
 - 3. Name, title and telephone number of the Owner or Owner's representative who is familiar with the Bidders work on the project.
 - 4. Brief description of the work completed.
 - 5. Indicate whether the work was performed as a prime or sub-contractor.
 - 6. Amount of the Contract or Sub-contract.
 - 7. Date of completion.
- C. Certification that the Contractor performing the Work has not been the subject of any legal or administrative action or proceeding for remediation activities brought by OSHA,

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the USEPA, or any other Federal, State or local agency having safety, health or environmental responsibilities or functions.

1. If the Contractor has been the subject of legal proceedings lawsuits, claims or citations levied by any Federal, State, or local government agencies for any past or present remediation activities, submit a description of same, and describe how the allegations were resolved; and if the entity has been associated with similar projects which have been prematurely terminated. Provide descriptions of such projects including the circumstances surrounding the termination.

1.03 ASBESTOS-CONTAINING MATERIALS

- A. The following asbestos-containing materials are known or assumed to be present, and are likely to be disturbed by this project. If any bulk sampling is conducted to disprove any assumed ACM, that sampling shall be conducted by EPA certified Building Inspectors in full compliance with 40 CFR 763, and the results submitted to the Owner. At least 24 hour notice to the Owner shall be submitted prior to any bulk sampling. Submit all results of any sampling of bulk materials to Owner within 24 hours of receipt of results. Bulk sample submittal shall consist of field data sheets, the analytical laboratory's results, and sketch of sample locations.
 1. Gypsum board systems (walls, ceilings, soffits, etc.) with asbestos-containing joint compound (confirmed asbestos).
 2. Concrete smoothing compounds ("sacking") (confirmed asbestos).
 3. Exterior textured paint (confirmed asbestos).
 4. Vinyl asbestos tile, vinyl composition tile, and associated asbestos-containing black flooring mastic (confirmed asbestos).
 5. Concealed roofing materials (confirmed asbestos).
- B. The following asbestos-containing materials are known or assumed to be present, BUT are NOT likely to be disturbed by this project.
 1. Tarry lining of clock-speaker box housings (confirmed asbestos).
 2. Undercoating on the bottom of stainless steel sinks and drinking fountains (confirmed asbestos).
 3. Dark red duct seam sealants (confirmed asbestos).
 4. White penetration putties (confirmed asbestos).
 5. Flange gaskets and valve packings on piping systems (confirmed asbestos).

1.04 LEAD-CONTAINING MATERIALS

- A. The following lead-containing materials are known or assumed to be present, and may be disturbed by this project. Due to the age of the portion of the building being renovated it is recommended that painted surfaces be assumed to have lead-based paint. The disturbance of lead-containing materials (not just lead-based paint) is subject to compliance with OSHA regulations under 29 CFR 1926.62. The Contractor may conduct testing of painted or other materials to determine the lead content. At least 24 hour notice to the Owner shall be submitted prior to any lead testing.
 1. Painted interior and exterior surfaces.
 2. Painted windows, doors and frames.
 3. Painted mechanical and electrical equipment.
 4. Lead-containing dust in and on architectural, structural, mechanical, and electrical components.
 5. Lead-acid batteries for exit and emergency lights, and other equipment.
 6. Lead caulking in bell and spigot pipe joints.
 7. Lead in pipe solder at copper pipe fittings.

8. Painted structural and miscellaneous steel.

1.05 CHEMICAL HAZARDS

- A. The following chemicals are known or assumed to be present, and will be removed by this project. Items to be removed may include, but are not limited to:
 1. The poured rubber gymnasium flooring materials were tested in accordance with TCLP test requirements and because the flooring materials exceeds RCRA standard of 0.2 mg/l, the materials must be disposed as hazardous waste or special treatment hazardous waste. Because there are no hazardous waste landfills in the state of Alaska, this means the waste must be shipped to the lower 48. Refer to Section 022600, Hazardous Materials Assessment for additional information on the sampling and analysis of these floors.
- B. Note that grinding or other cleaning of the concrete substrate will be required to remove rubber flooring materials from cracks, pits, or other surface defects. All visible rubber flooring or remnants shall be removed from the concrete substrate. The poured rubber flooring removal scope includes:
 1. Removal and disposal of the floor system in areas designated in the drawing set.
 2. Include all perimeter rubber base.
 3. Inspect thresholds at floor finish perimeter, remove and replace as required for new floor thickness.
 4. Preserve inserts and covers.
 5. Clean exposed concrete slab, including removal of rubber flooring materials which migrated under perimeter walls and into expansion joints, crevices, defects and cracks in the concrete substrate.
 6. Refer to other trades for possible concrete slab repairs.
 7. Remove and dispose of all debris from the removal and repairs.
- C. The following chemical hazards are known or assumed to be present, and are unlikely to be disturbed by this project. Items may include, but are not limited to:
 1. Mercury and mercury compounds in mercury switches in mechanical and electrical equipment and fluorescent light fixtures.
 2. PCB containing ballasts and light fixture components contaminated with PCB-containing oil.
 3. Electrical equipment and building components containing or contaminated with PCB-containing oil. Note: Where the ballasts have previously been replaced, fixtures and all components may be contaminated with PCB-Containing Oils, and shall either be decontaminated or disposed of as PCB contaminated equipment.
 4. PCB Bulk Products.
 5. Heating or cooling system components with heat transfer fluids.
 6. Radioactive components in smoke detectors and self-illuminating exit signs.
 7. Ozone Depleting Substances (ODS) in refrigeration equipment.
 8. Lead-acid batteries for exit and emergency lights, and other equipment.

1.06 SUBMITTALS

- A. Pre-Work Submittal: Submit the following work plan documentation to the Owner for review, approval or rejection. Work shall not begin until submittals are approved. The hazardous materials work plan shall be signed by an EPA certified Project Designer, and maintained on site during the work.
 1. Shop drawings.
 2. Work area set-up and protection.

HAZARDOUS MATERIALS - SUMMARY OF REQUIREMENTS

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3. Work plan with procedures for all asbestos-containing materials affected by the work.
 4. Work plan with procedures for all lead-containing materials affected by the work.
 5. Work plan with procedures for all mercury-containing materials affected by the work.
 6. Worker protection and decontamination procedures.
 7. Alaska Department of Labor & Workforce Development Notification.
 8. EPA NESHAP notification.
 9. Lead Training certifications.
 10. Schedule.
 11. Copy of Project Designer certification.
 12. Current qualifications of Independent Testing Laboratory and laboratory personnel, including AIHA Asbestos Analyst Registry certification if analysis will be conducted on-site.
 13. Sampling plan, including number and locations of samples, tests, etc.
 14. Waste transporter and disposal site designations.
- B. Submittals during the work: Submit the following to the Owner for review within 24 hours after the end of the shift.
1. Initial Exposure Assessment(s).
 2. Daily Air or dust Monitoring, including: field data sheets, laboratory results and sketch of sample locations.
 3. Daily direct reading logs for mercury exposure assessments.
 4. Project Daily Logs.
 5. Copies of daily, continuous negative air pressure monitoring records.
 6. Copies of initial visual inspection report and direct reading mercury vapor analysis readings conducted at the time of completion of the rubber flooring removal.
 7. Asbestos clearance documentation for approval by the Owner, prior to releasing the asbestos work area to unprotected workers, including: Final Visual Inspection Report, Documentation of Aggressive test methods, sketch of sample locations, field data sheets, laboratory results, all signed by the person performing the work.
- C. Close-Out Submittal: Contractor to submit legible copies of the following documents to the Owner at completion of project for review and approval:
1. EPA and DOL notifications and all revisions.
 2. Worker and IH technician certifications.
 3. Asbestos worker "Certificate of Fitness" cards.
 4. Chemical Worker's Hazardous Waste Operations and Emergency Response (HAZWOPR) cards to show that all chemical hazard workers have received their initial training or an eight-hour refresher course within the past year.
 5. Waste manifests and disposal receipts.
 6. Final, signed copies of air monitoring results, direct reading logs of mercury exposure monitoring and negative air pressure monitoring records.
 7. Bulk sampling or lead testing results, and sketches of their locations.
 8. Signed copies of all field data sheets.
 9. Signed copies of all visual inspection forms.
 10. Sketches of all sample locations.
 11. Daily logs with worker sign-in sheets.
 12. Drawings documenting the materials and locations of all materials removed by this project.

1.07 RESPONSIBILITIES

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- A. The Contractor shall ensure that all building items are protected from the Work.
- B. If applicable, Owner will provide the Contractor with a list of items requiring special protective measures that may or may not be in the work area.
- C. Owner will not be held responsible for any loss of time or other expense to the Contractor due to utility or equipment failure.
- D. The Contractor shall be responsible for Work Area security, fire/smoke detection systems and maintenance of existing utility systems. These systems apply to the Work Area during this project.
- E. Owner or their representative will review and approve all submittals made by the Contractor prior to the start of the Work.
- F. The Contractor shall be responsible for all costs incurred by Owner should other portions of the building outside the Work Area become contaminated with mercury containing dust, debris or vapors as a result of poor work practices or other activities.
- G. The Contractor shall be responsible for obtaining any and all applicable permits for performing the work, including EPA Identification Numbers for each site, and the contractor is responsible for any associated permit fees.
- H. Provide lavatory facilities at the work site. Maintain a clean and orderly lavatory facility at all times throughout the Work. On site facilities may be available for use, but this must be coordinated and approved by the Owner.
- I. The Owner shall provide water and an electric supply from existing sources where the Contractor's use is not excessive and does not interfere with the building's normal use. Where existing utilities or facilities are not adequate or cannot be used, the Contractor is responsible for providing alternative sources, the cost of which is to be included in the bid price. The use of the Facility's utilities shall be coordinated through the Owner.

PART 2. PRODUCTS

2.01 EQUIPMENT, MATERIALS, DECONTAMINATION UNITS, DANGER AND WARNING SIGNS, HEPA FILTRATION, PRESSURE DIFFERENTIAL MONITORING EQUIPMENT, CHEMICALS, ETC: The Contractor shall provide standard commercial quality materials and equipment as required to prepare and complete the work, and as required by regulation. Maintain Safety Data Sheets (SDSs) for all chemical materials brought onto the work-site.

- A. Provide mercury specific equipment and Personal Protective Equipment including the following:
 - 1. Mercury Filter – An activated carbon filter module designed to trap mercury vapor.
 - 2. Mercury Specific Vacuum - Vacuum collection equipment installed with a HEPA filter system and an activated carbon Mercury filter.
 - 3. Mercury specific activated carbon Mercury Filter and HEPA filtered negative air machines, sufficient to establish and maintain a negative pressure of 0.02 inches of water at all times during the mercury flooring removal. Contractor shall maintain sufficient replacement activated carbon and HEPA filters for all filtered equipment.

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4. Workers shall wear appropriate respiratory protection if exposed to airborne mercury at concentrations greater than twenty-five micrograms per cubic meter of air ($25 \mu\text{g}/\text{m}^3$) ($25,000 \text{ ng}/\text{m}^3$).
5. Mercury Specific Cleaner – Cleaning agents including those comprised of an amalgamate powder which have been specifically developed to clean mercury contaminated surfaces.
6. Direct reading mercury vapor analyzers to perform employee exposure assessment as specified in 29 CFR 1910.1000.

PART 3. EXECUTION

3.01 ESTIMATED SCOPE AND WORK PRACTICES

- A. For the removal of the poured mercury rubber floor, the Gymnasium work area shall be sealed and non-flooring removal items and areas isolated and covered by sealed, temporary polyethylene barriers. Gymnasium shall be kept under negative pressure during the flooring removal by exhaust air with HEPA and Mercury filtration, achieving four (4) air changes per hour, and negative 0.02 inches of water pressure at all times.
- B. Furnish and install any and all engineering controls necessary to ensure that no worker is exposed to airborne mercury at concentrations greater than 50,000 nanograms per cubic meter of air ($50,000 \text{ ng}/\text{m}^3$) averaged over an eight-hour period or greater than 100,000 micrograms per cubic meter of air ($100,000 \text{ ng}/\text{m}^3$) at any point in time. Such engineering controls may include, but are not limited to, the following:
 1. Clean change area and decontamination facilities;
 2. Work area containment with negative pressure maintained by mercury specific activated carbon and HEPA filtered ventilation;
 3. Mercury specific activated carbon and HEPA filtered vacuum shroud attachments on power tools;
 4. Airless water misters.
 5. Furnish and install readily visible caution signs in accordance with 29 CFR 1926.120 outside the work area that read:

WARNING
HAZARDOUS MATERIAL WORK AREA
NO SMOKING OR EATING

- C. The asbestos work shall be conducted inside of a regulated area with critical barriers with exhaust ventilation for fume and dust control and a minimum of 2 stage decontamination area with wash facilities shall be utilized for this minor class 1 and class 2 abatement work.
- D. The Contractor shall notify the Alaska Department of Labor. Notification to the EPA is required, unless the Contractor certifies in writing that no mechanical means will be used during removal, and that the materials will not become friable during the course of the work.
- E. The Contractor shall identify the presence, locations and quantities of asbestos and other hazardous materials that will be affected by this project, and conduct all removal and disposal operations in full compliance with Local, State, Federal and all other applicable regulations whether or not they are referenced herein.
- F. All paints in the building are assumed to have detectable concentrations of lead, and therefore, the work is subject to the requirements of 29 CFR 1926.62. It is the

HAZARDOUS MATERIALS - SUMMARY OF REQUIREMENTS

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contractor's responsibility to review the "trigger tasks" and other requirements of 29 CFR 1926.62 to determine which portions apply, if any, to each unique work task required by this project. Similarly, all lead-containing wastes shall be TCLP tested to determine disposal requirements. Alternatively, the contractor may elect to have their designated IH Technician collect bulk samples of each affected paint to determine if "detectable levels of lead" are present in the paints. Any results which indicate more than zero detectable lead (which requires special analysis) shall be considered as having "detectable levels of lead" and therefore subject to both the monitoring and testing requirements of this specification.

- G. Portions of the heating/cooling system may be temporarily disconnected by this project, and any heat transfer fluids removed from the system for disposal shall be TCLP tested for RCRA 8 metals to determine disposal requirements. If being reused, no treatment, including filtering is allowed to happen onsite unless TCLP testing shows the fluids to be non-hazardous waste. Fluids being recycled in accordance with RCRA regulations are exempt from these testing requirements.
- H. The Contractor shall document the location and quantities of hazardous materials removed, including sketches showing precise locations.

3.02 MONITORING

- A. All sampling by the Contractor shall be at their own cost.
- B. Laboratory Requirements: Asbestos air samples shall be analyzed by a laboratory currently rated as proficient in the National Institute of Occupational Safety and Health (NIOSH) Proficiency in Analytical Testing (PAT) program or by microscopists listed in the American Industrial Hygiene Association (AIHA) Asbestos Analyst Registry (AAR). AAR Certification is required if analysis is done on-site. Lead air and dust wipe samples shall be analyzed by a laboratory currently rated as proficient as determined by ELPAT or ELLAP performance for NIOSH Method 7082 and/or NIOSH Method 7105 analytical method for the determination of lead in air and lead in paint chip, soil, and dust wipe samples.
- C. All mercury monitoring shall be performed by fully trained industrial hygiene technicians, who may be employees of the abatement firm. Mercury sampling for worker exposure shall be conducted in compliance with all directions of the direct reading instrument.
- D. Mercury air monitoring during the work shall be conducted by direct reading mercury vapor analyzer. Mercury vapor readings shall be taken daily in the breathing zone of at least 1/3 of the work force, a minimum of 4 times per 8 hour day of work. For each monitoring data point, the monitoring technician shall hold the intake of the analyzer within 9 inches of the workers mouth, for a minimum of 2 minutes, and write down, or data-log the average results over that 2 minute period. Area monitoring within the work area shall also be taken a minimum of 4 times per 8 hour day of work, utilizing the same 2 minute averages at 4 areas within the work area, including 1 within 4 feet of the intake of each of the negative air pressure exhaust fans. The Contractor shall conduct general surveillance outside the perimeter of the work area to assess visible dust and mercury vapor emissions. Environmental monitoring outside the perimeter of the work area shall also be taken a minimum of 4 times per 8 hour day of work, utilizing the same 2 minute averages and include the following: on the occupied side of each entrance to the work area, and at 3 other rooms adjacent to the work area, and within 4 feet of the exhaust of each exhaust fan. Upon detection of visible or vapor emissions above 20,000 ng/m³ inside the work area, or 500 ng/m³ outside of the work area, the Contractor shall immediately stop all work and initiate engineering and work practice controls as required

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to ensure that visible or vapor emissions from the work area will not reoccur upon resumption of the Work. "Visible or vapor emissions" shall be deemed to mean any emission of any capacity occurring for any duration as determined by direct reading measurements or solely by the Owner's observation. If concentrations exceed 5,000 ng/m³ at the exhaust of the negative air pressure fans, that indicates breakthrough of the mercury specific filters, and the Contractor shall immediately change out the filters with new filters specifically for that piece of equipment. Submit daily logs showing all mercury vapor readings daily within 24 hours of the conclusion of the work shift.

- E. The Contractor shall conduct asbestos worker exposure monitoring in accordance with 29 CFR 1926.1101. Personnel sampling shall include a minimum of at least three samples per 8 hour shift per employee being monitored. Employees shall be monitored at the rate of at least one employee for every six people performing each task in each work areas. Persons performing separate tasks or in separate work areas shall be sampled separately. The Contractor shall take a minimum of 3 air samples per day inside the work area, and 3 air samples in adjacent areas, plus at least 1 sample outside of the entrance to the work area. Take 2 waste load-out samples for the full duration of the operation, one taken inside the wash-down station and one taken on the clean side of the wash-down station, in addition to the daily work area and environmental samples, (no samples are necessary if no load-out operation is performed). The Contractor shall take one air sample at the exhaust of the HEPA Filtration Unit(s), rotating between units so that each unit is monitored every 3 days.
- F. For interior work, the Contractor shall conduct lead dust wipe sampling for each lead work area without a negative initial determination. Include at least one dust sample immediately outside the entrance to the work area daily. For all work affecting paints or other lead-containing materials, the Contractor shall take personnel air samples in accordance with 29 CFR 1926.62. Personnel sampling shall include a minimum of at least two samples per 8 hour shift per employee being monitored. Employees shall be monitored at the rate of at least one employee for every six people performing each task in each work area. Persons performing separate tasks or in separate lead work areas shall be sampled separately. Take a minimum of two lead-in-air samples inside the work area, and two lead-in-air samples in adjacent areas.
- G. Daily personnel monitoring may be discontinued only after the Contractor's Independent Testing Laboratory certifies in writing that a Negative Exposure Assessment or Negative Initial Determination has been obtained and the Owner has reviewed and approved the negative exposure assessment data. Daily work area and environmental air and wipe sampling may not be discontinued following a Negative Exposure Assessment or Negative Initial Determination.
- H. Post-abatement visual inspections are required anytime asbestos is removed, regardless if the removal work occurred indoors or outdoors. Asbestos work area clearance air monitoring is required for all interior work, and shall be conducted by the Contractor's Independent Testing Laboratory subcontractor. The Independent Testing Laboratory may not be hired by the Abatement Subcontractor to perform visual inspections and clearance air monitoring. Owner approval is required before a work area is released to unprotected workers. The Contractor is responsible for all costs associated with clearance and scheduling of visual inspection and clearance air monitoring. The maximum acceptable level of airborne asbestos fibers for work area clearance is as published in 40 CFR 763 for TEM analysis. A minimum of five aggressive clearance samples are required for each work area, regardless of the type of analysis. TEM analysis shall be used unless PCM analysis is approved. PCM analysis (NIOSH Method 7400) may be performed if allowed by 40 CFR 763 and with prior approval by the Owner or Owner's representative. The Contractor has the option, at its expense and at no cost

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to the Owner, of re-cleaning the work area and repeating the clearance air monitoring procedures or of having failed phase contrast microscopy (PCM) sample media sent to his/her NVLAP accredited laboratory for TEM analysis by NIOSH Method 7402.

- I. For small-scale, short-duration work, such as minor penetrations of gypsum wall board with asbestos-containing joint compound, gasket removal, or similar work, that work may be requested to be "cleared" on the basis of a minimum of 5 air samples taken inside the work area during the work, immediately adjacent to where removal is taking place, and where each of those air samples have fiber counts of less than 0.01 f/cc. These alternative "clearance" sampling protocols will only be allowed if fully outlined in the contractor's work plan, with specific pre-approval by the Owner. Visual inspections are required for all removal work, including small-scale, short-duration work.
- J. Lead work area clearance testing by the Contractor is required for each lead control area where the lead action level has been exceeded. Clearance testing shall be performed only after a visual inspection report by the IH Technician has documented that the work area is clean and that all lead disturbance required by the contract has been completed. Clearance testing shall include the following:
 1. A visual inspection report by the Contractor's IH Technician verifying that all lead disturbance required by the contract has been completed and that all visible dust and debris subject to disturbance by the planned work under this contract have been removed and the area HEPA vacuumed, wet mopped or wet wiped.
 2. If the portion of the building is NOT classified as a child-occupied facility, three (3) lead wipe and/or lead soil sample results are required from within each lead control area per the Contractor's approved work plan and in accordance with NIOSH method 9100. Clearance levels shall be 200 µg/ft² for wipes or 400 ppm in soil.

3.03 INITIAL MERCURY FLOOR VISUAL INSPECTION AND WORK AREA CLEARANCE

- A. Initial visual inspections and mercury vapor clearance sampling will be conducted in the work area by the Contractor, with a follow-up initial visual inspection and mercury vapor monitoring by the Owner, or Owner's representative. If any portion of the work area fails the visual inspection or clearance standards, it is the responsibility of the contractor to re-clean failed areas at the Contractor's expense. Additional sampling due to failed clearance sampling shall be conducted by the Owner at the Contractor's expense.
 1. The visual inspection criteria shall be as follows:
 - a. No rubber flooring shall remain under perimeter walls;
 - b. No rubber flooring shall remain in control joints in the concrete slab, except rubber flooring which has seeped into the cracks of the concrete can remain as long as the flooring is less than ¼" in width and 2" in length and located deeper than 1 inch from the main floor level.
 - c. Cracks which formed during the earthquake or after the original installation of the mercury floor should not have adhered rubber flooring, and all visible rubber flooring (debris) shall be removed from those cracks.
 2. Initial air sampling by the Contractor with the direct reading mercury vapor analyzer shall be performed with the Negative Air Pressure exhaust fans operational, air temperature within the containment shall be maintained above a minimum of 68 degrees and less than 72 degrees Fahrenheit during sampling.

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3. Air testing shall be collected at approximately 20 foot intervals at both 1 foot and 5 feet above the floor surface. Initial mercury vapor clearance criteria shall be 200 ng/m³ with the exhaust fans operational.
4. Upon receipt of each set of clearance results, submit to Owner all final visual inspection forms, IH Tech field logs, field data sheets (if any) for all sampling, final laboratory results (if any) for all sampling, and other documentation created during the course of the inspection and sampling, such as temperature recordings, or other observations and measurements made by the IH Tech.
5. Following the initial visual inspection and passing air monitoring by the contractor, all ventilation to the work area shall be shut off for no less than 24 hours prior to inspection by the Owner, or Owner's Representative. The same air temperature and visual inspection criteria will be followed, and the mercury vapor clearance criteria shall be 500 ng/m³ with the exhaust fans off.
6. As part of the visual examination, the Owner or Owner's Representative will ensure that settled dust or debris is not present on any surface in the work area. If such conditions are observed, the contractor shall repeat cleaning as outlined herein, followed by a second visual inspection and repeat clearance sampling at no additional cost to the Owner.
7. Other types of sampling may be performed by the IH Tech at their discretion and at no additional cost to the Owner. Owner approval is required prior to use of additional test methods.

3.04 FINAL MERCURY FLOOR VISUAL INSPECTIONS AND MONITORING

- A. Following the installation of the replacement rubber flooring, the Owner or Owner's Representative will conduct another set of visual inspections and confirming, final air monitoring. The air monitoring will take place after building HVAC units serving the work area have been operational for a minimum of 24 hours, and the air temperature within the containment maintained above a minimum of 68 degrees and less than 72 degrees Fahrenheit during sampling.
- B. If the average of the readings is below 60 ng/m³, then the clearances have passed. If the readings are above 60 ng/m³, stop work and await further instruction from the Owner and their representative.

3.05 WASTE HANDLING

- A. At the end of each work shift, collect removed material and debris in the work area and deposit in approved containers. Transport containers to a secure storage location approved by the Owner for disposal. Waste shall be stored in a secure locked, location, agreed upon by the contractor and the Owner.
- B. Transport removed material from the work area to the storage location in a manner that will ensure that the materials are not introduced into the atmosphere or spilled onto the ground. The use of uncovered equipment of any description for transporting or transfer of removed material to the designated storage location is prohibited.
- C. Storage
 1. Waste storage location will be agreed upon at the initial meeting between the Contractor and Owner.
 2. Arrange containers so that the labels are visible at all times.
 3. Protect the site from vandalism and unauthorized access by the public.
 4. Place a warning sign at the storage location that reads:

HAZARDOUS WASTE STORAGE AREA
NO SMOKING OR EATING

3.06 DISPOSAL

- A. The Contractor shall determine current waste handling, storage, transportation, and disposal requirements for the chosen waste disposal facilities. Contractor must comply fully with these requirements and all U. S. Department of Transportation and EPA regulations.
- B. Removed rubber floor material will be wrapped and sealed with 6 mil polyethylene or placed in airtight disposal containers prior to removal from the work area. The exterior of the polyethylene wrapping or disposal containers shall be decontaminated when removed from the work area and transported directly to a segregated waste container. Decontamination of the wrapped or containerized waste materials shall be accomplished via mercury specific vacuums.
- C. Asbestos wastes shall be disposed of in an EPA and DEC permitted asbestos landfill.
- D. Lead-containing wastes shall be TCLP tested by the Contractor to determine if they are classified as hazardous waste. TCLP's shall be analyzed by a lab with demonstrated proficiency in performing analyses according to Method 1311 TCLP, corresponding to the current version of Test Methods for Evaluating Solid Wastes (Chemical Physical Methods), SW-846. Evidence may include successful participation in a recognized inter-laboratory quality control program such as a laboratory certified by the California Health and Welfare Agency, Department of Health Services, or a more informal inter-laboratory quality control program.
- E. PCB and other chemical hazard wastes shall be disposed of in an EPA permitted hazardous waste disposal site as required by 40 CFR 260, 40 CFR 761 and 40 CFR 763, the Contractor's approved plan, and the disposal site operator. Comply with current waste disposal, handling, labeling, storage, and transportation requirements of the waste disposal facility, U.S. Department of Transportation, and EPA regulations. Fluorescent, mercury vapor, metal halide and high pressure sodium lamps are classified by the EPA as hazardous mercury waste under the Universal Waste Rule under 40 CFR 273. Mercury and mercury-containing products are considered hazardous waste unless TCLP testing of the waste for mercury confirms the mercury content to be less than the EPA criteria of 0.2 mg/l. If the Contractor chooses to perform a TCLP test of fluorescent lamps, the test shall be conducted in accordance with the requirements of ANSI/NEMA Standard Procedure for Fluorescent Lamp Sample Preparation and Toxicity Characteristic Leaching Procedure, C78.LL 1256-2003 or latest version.
- F. If any radioactive materials will be removed by this project, dispose of radioactive materials and equipment in accordance with the manufacturer's recommendations, the disposal site's requirements and 10 CFR 20, Subpart K. Provide list of manufacturer name and serial numbers for all removed radioactive exit signs to owner.
- G. Refrigerants in refrigeration and cooling systems in the building contain ODS components that, if disturbed or removed, must be recovered and recycled or disposed of in accordance with 40 CFR 82. Personnel decommissioning or removing ODS refrigerants shall hold appropriate EPA training and certificate for handling and recovering these materials.

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- H. If the project requires their disturbance, heat transfer fluids shall be drained and all fluids collected in appropriate waste containers for recycling or disposal. Heat transfer fluids shall be tested for heavy metals using the Toxicity Characteristics Leaching Procedure (TCLP). Heat transfer fluids that failed the TCLP shall be packaged for disposal as hazardous waste.

END OF SECTION

INTERIOR ARCHITECTURAL WOODWORK

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

- A. Section Includes shop fabricated interior woodwork including:
 - 1. Hardware and attachment accessories.
 - 2. Accessories
 - 3. Factory finishing.
 - 4. Phenolic resin plank soffit and wall paneling.
 - 5. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-faced architectural cabinets unless concealed within other construction before cabinet installation.

1.02 NOTIFICATIONS

- A. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead are also present in the settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with the EPA and OSHA requirements.
- B. Notification of Child Occupied Facility: Portions of this building are classified as a Child Occupied Facility in accordance with 40 CFR 745 and lead-based paints may be present on components to be disturbed in those areas. Personnel performing work in these areas must comply with the requirements of 40 CFR 745, including training, work practices and cleaning of the work area. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of lead materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.

1.03 RELATED REQUIREMENTS

- A. Section 09 21 16 – Gypsum Board Assemblies

1.04 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standard; 2009.
- B. BHMA A156.9 - American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association ; 2010 (ANSI/BHMA A156.9).
- C. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association ; 2005.

1.05 SUBMITTALS

- A. See Section 01300 – Submittals, for submittal procedures.
- B. Product Data: Provide data for hardware accessories.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.

1.06 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
 - 1. Company with at least one project in the past 5 years with value of woodwork within 20 percent of cost of woodwork for this Project.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect units from moisture damage.
- B. Do not deliver cabinets until painting and similar operations that could damage woodwork have been completed in installation areas. If cabinets must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions".

1.08 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that cabinets can be supported and installed as indicated.
- B. Shop-assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.

PART 2. PRODUCTS

2.01 WOOD-BASED COMPONENTS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
 - 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated on drawings.
- C. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for test methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.02 PHENOLIC RESIN PLANK WALL PANELS

- A. Phenolic Resin Panels. Provide fire resistant NFPA class A product for all interior work.
- B. Panel Manufacturers:
 - 1. Basis of Design: Stonewood Architectural Panels
 - 2. Trespa
 - 3. Substitutions: See Section 01630 – Substitution and Product Option
- C. Panel size: 48"x 96", 1/8" Thick
- D. Plank Finish: Matt in UV protected color / pattern indicated in Finish Schedule on Drawings. Note: Pattern "grain" image to run parallel with plank length. Randomize the planks cut from panels to provide a blended grain field appearance.
- E. Exposed Fasteners to be corrosion resistant stainless steel #12-11 Torx Drive bimetal fasteners.
- F. Plank edges to be square with a 1/4" reveal between plank edges, all sides. Exposed edges of plank fields to be eased to remove any burrs. All edges to be black finish.

2.03 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.

2.04 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.
- B. Adhesives: Do not use adhesives that contain urea formaldehyde.
- C. Adhesives: Use adhesives that meet the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.
 - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.05 FABRICATION

- A. General:
 - 1. Fabricate to dimensions, profiles, and details indicated.
 - 2. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 3. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

3.02 INSTALLATION

- A. Install Resin Panel as shown in architectural drawings. Provide ¼" reveal between panels. Panel to be installed per manufacturers directions for adhesive only mounting to a plywood backing.

3.03 ADJUSTING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Adjust moving or operating parts to function smoothly and correctly.

3.04 CLEANING

- A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

END OF SECTION

HOLLOW METAL DOORS AND FRAMES

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

A. Section Includes:

1. Non-fire-rated steel doors, frames and relites.
2. Insulated factory primed exterior doors and frames.

1.02 NOTIFICATION OF POTENTIAL HAZARDS

- A. Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead are also present in the settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with the EPA and OSHA requirements.

1.03 NOTIFICATION OF CHILD OCCUPIED FACILITY

- A. Portions of this building are classified as a Child Occupied Facility in accordance with 40 CFR 745 and lead-based paints may be present on components to be disturbed in those areas. Personnel performing work in these areas must comply with the requirements of 40 CFR 745, including training, work practices and cleaning of the work area. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of lead materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.

1.04 RELATED SECTIONS

- A. Division 8 Section "Finish Hardware".
- B. Division 9 Section "Painting and Coating" for field painting.

1.05 REFERENCES

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2003.
- B. ANSI A250.3 - Test Procedure and Acceptance Criteria for Factory-Applied Finish Painted Steel Surfaces for Steel Doors and Frames; 2007.
- C. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 2003.
- D. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 1998 (R2004).
- E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2010.
- F. ASTM C236 - Standard Test Method for Steady-State Thermal Performance of Building Assemblies by Means of a Guarded Hot Box; 1989 (Reapproved 1993).
- G. ASTM C1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus; 2005.

- H. BHMA A156.115 - Hardware Preparation in Steel Doors and Steel Frames; 2006.
- I. NAAMM HMMA 860 - Guide Specifications for Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 1992.
- J. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2006.
- K. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2010.
- L. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association; 2008.
- M. UBC Std 7-2, Part II - Test Standard for Smoke- and Draft-control Assemblies; International Conference of Building Officials; 1997.
- N. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.
- O. UL 10B - Standard for Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- P. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- Q. UL 1784 - Standard for Air Leakage Tests of Door Assemblies; Current Edition, Including All Revisions.

1.06 SUBMITTALS

- A. Product Data: For each type of door and frame indicated, include door designation, type, level and model, material description, core description, construction details, hardware locations, reinforcement type and locations, anchorage and fastening methods, label compliance, sound and fire-resistance ratings, and finishes.
- B. Shop Drawings: Show the following
 - 1. Contractor shall verify door elevations of each door design and submit shop drawing showing elevations.
 - 2. Details of doors including vertical and horizontal edge details.
 - 3. Details and locations of internal reinforcement and preparations for hardware.
 - 4. Coordination of glazing frames and stops with glass and glazing requirements.
- C. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- D. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.
- E. Door Schedule: Use same reference designations indicated.

1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Maintain at the project site a copy of all reference standards dealing with installation.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with NAAMM HMMA 840.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

PART 2. PRODUCTS**2.01 MANUFACTURERS****A. Acceptable Manufacturers are limited to the following:**

1. Curries; www.curries.com.
2. Ceco Door Products; www.cecodoor.com
3. Steelcraft; www.steelcraft.com
4. Republic Doors and Frames; www.republic.com
5. Mesker; www.meskerdoor.com
6. Alternate Brand Request or Substitution Request required.

2.02 DOORS AND FRAMES**A. Requirements for All Doors and Frames:**

1. Accessibility: Comply with ANSI/ICC A117.1.
2. Door Top Closures: Flush with top of faces and edges.
3. Door Edge Profile: Beveled on both edges.
4. Door Texture: Smooth faces.
5. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
6. Hardware Preparation: In accordance with BHMA A156.115, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
7. Galvanizing for Units in Wet Areas: All components hot-dipped zinc-iron alloy-coated (galvannealed), manufacturer's standard coating thickness.
8. Finish: Factory primed for interior and exterior exposures.

B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with all the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.**2.03 STEEL DOORS****A. Interior Doors, Non-Fire-Rated:**

1. Grade: ANSI A250.8 Level 3, physical performance Level B, Model 2, full flush.
2. Thickness: 1-3/4 inches (44 mm).
3. Gage: 16

B. Exterior Doors, Insulated:

1. Grade: ANSI A250.8 Level 3, physical performance Level B, Model 2, full flush with capped door head
2. Thickness: 1-3/4"
3. Insulation: Full Polyurethane
4. Gage: 14.

2.04 STEEL FRAMES**A. General:**

1. Comply with the requirements of grade specified for corresponding door.
 - a. ANSI A250.8 Level 3 Doors: 14 gage frames.
2. Finish: Primed
3. Frames Wider than 48 Inches (1200 mm): Reinforce with steel channel fitted tightly into frame head, flush with top.

4. Frames Installed Back-to-Back: Reinforce with steel channels anchored to floor and overhead structure.
 - B. Interior Door Frames, Non-Fire-Rated: Face welded
 1. Terminated Stops: Provide at all interior doors; closed end stop terminated 6 inches (150 mm) above floor at 45 degree angle.
 - C. Exterior Door Frames,: Fully welded type.
 - D. Frames for Interior Glazing or Borrowed Lights: Construction and face dimensions to match door frames, and as indicated on drawings. Match door frame primer.
 - E. Transom Bars: Fixed, of profile same as jamb and head.
- 2.05 ACCESSORY MATERIALS
- A. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered or butted corners ; prepared for countersink style tamper proof screws.
 - B. Astragals for Double Doors: Specified in door hardware section.
 - C. Silencers: Resilient rubber, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
 - D. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.
- 2.06 FINISH MATERIALS
- A. Primer: Rust-inhibiting, complying with ANSI A250.10, door manufacturer's standard.
 1. Field Paint Color: As shown on drawings.
- PART 3. EXECUTION
- 3.01 EXAMINATION
- A. Verify existing conditions before starting work. Contractor should verify proper door swings. Door swings for handlings are shown from outside the room looking in.
 - B. Verify that opening sizes and tolerances are acceptable. Notify project managers when opening does not fall within tolerance and make frame adjustments per SDI 122-99.
- 3.02 INSTALLATION
- A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.
 - B. In addition, install fire rated units in accordance with NFPA 80.
 - C. Coordinate frame anchor placement with wall construction.
 - D. Coordinate installation of hardware.
 - E. Coordinate installation of glazing.
 - F. Coordinate installation of electrical connections to electrical hardware items.
- 3.03 TOLERANCES
- A. Clearances Between Door and Frame: As specified in ANSI A250.8.
 - B. Maximum Diagonal Distortion: 1/16 in (1.5 mm) measured with straight edge, corner to corner.
- 3.04 CLEANING AND ADJUSTING
- A. Check hollow metal work prior to final inspection. Leave work in complete and proper

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operating condition. Adjust for smooth and balanced door movement. Remove and replace defective work, including doors that are warped, bowed, or otherwise damaged.

B. Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air drying primer.

C All doors and frames shall be left free of dirt, grease or other deleterious materials.

3.05 SCHEDULE

A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION

GYPSUM BOARD ASSEMBLIES

PART 1. GENERAL

1.01 NOTIFICATIONS

- A. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead are also present in the settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with the EPA and OSHA requirements.

1.02 SUMMARY

- A. This Section includes the following:
1. Performance criteria for gypsum board assemblies.
 2. Metal stud wall framing.
 3. Acoustic insulation.
 4. Gypsum wallboard.
 5. Joint treatment and accessories.
- B. Related Sections include the following:
1. Section 06 40 10 – Interior Architectural Woodwork.

1.03 REFERENCE STANDARDS

- A. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute ; 2001 with 2004 supplement. (replaced SG-971)
- B. ANSI A108.11 - American National Standard for Interior Installation of Cementitious Backer Units; 2011.
- C. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 2011.
- D. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board ; 2002 (Reapproved 2007).
- E. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2011a.
- F. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- G. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Product ; 2011.
- H. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2011.
- I. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2011.
- J. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2007.
- K. ASTM C1280 - Standard Specification for Application of Gypsum Sheathing; 2012.

- L. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2011.
- M. ASTM C1629/C1629 - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels; 2006.
- N. ASTM C1658/C1658M - Standard Specification for Glass Mat Gypsum Panels; 2012.
- O. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- P. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.
- Q. ASTM E413 - Classification for Rating Sound Insulation; 2010.
- R. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2010.
- S. GA-600 - Fire Resistance Design Manual; Gypsum Association; 2009.
- T. ICC (IBC) - International Building Code; 2012.
- U. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

1.04 SUBMITTALS

- A. Product Data
- B. Shop Drawings: Indicate special details associated with fireproofing and acoustic seals.

PART 2. PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
 - 1. See PART 3 for finishing requirements.
 - 2. Fire Rated Assemblies: Provide completed assemblies complying with applicable code.
 - a. ICC IBC Item Numbers: Comply with applicable requirements of ICC IBC for the particular assembly.
 - b. Gypsum Association File Numbers: Comply with requirements of GA-600 for the particular assembly.
 - c. UL Assembly Numbers: Provide construction equivalent to that listed for the particular assembly in the current UL Fire Resistance Directory.

2.02 METAL FRAMING MATERIALS

- A. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf (240 Pa).
 - 1. Studs: "C" shaped with flat or formed webs with knurled faces.
 - 2. Runners: U shaped, sized to match studs.
 - 3. Ceiling Channels: C shaped.
 - 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch (22 mm).
 - 5. Resilient Furring Channels: 1/2 inch (12 mm) depth, for attachment to substrate through one leg only.
- B. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- C. Partition Head To Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short and screwed to secondary deflection channel set inside but unattached to top track.

2.03 BOARD MATERIALS

- A. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Glass-mat-faced gypsum panels as defined in ASTM C1658/C1658M, suitable for paint finish, of the same core type and thickness may be substituted for paper-faced board.
 - 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch (16 mm).
 - b. Ceilings: 5/8 inch (16 mm).
- B. Ceiling Board: Special sag-resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut..
 - 1. Application: Ceilings.
 - 2. Thickness: 5/8 inch (16 mm).
 - 3. Edges: Tapered.

2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced.
- B. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
- C. High Build Drywall Surfer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.
- D. Screws for Attachment to Steel Members Less Than 0.03 inch (0.7 mm) In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type ; cadmium-plated for exterior locations.
- E. Screws for Attachment to Steel Members From 0.033 to 0.112 inch (0.8 to 2.8 mm) in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members at 16 inches (400 mm) on center.
 - 1. Level ceiling system to a tolerance of 1/1200.
 - 2. Laterally brace entire suspension system.
 - 3. Install bracing as required at exterior locations to resist wind uplift.
- C. Studs: Space studs as permitted by standard.
 - 1. Extend partition framing to structure where indicated and to ceiling in other locations.
 - 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.

3. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
- D. Standard Wall Furring: Install at concrete walls scheduled to receive gypsum board, not more than 4 inches (100 mm) from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 24 inches (600 mm) on center.
 1. Orientation: Horizontal.

3.03 BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- C. Exterior Sheathing: Comply with ASTM C1280. Install sheathing vertically, with edges butted tight and ends occurring over firm bearing.
 1. Paper-Faced Sheathing: Immediately after installation, protect from weather by application of water-resistive barrier.
- D. Cementitious Backing Board: Install over steel framing members and plywood substrate where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.

3.04 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 1. Not more than 30 feet (10 meters) apart on walls and ceilings over 50 feet (16 meters) long.
 2. Corner Beads: Install at external corners, using longest practical lengths.

3.05 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 1. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
 2. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 3. Level 3: In utility areas, behind cabinetry, and on backing board to receive tile finish.
 4. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
 5. Level 0: Temporary partitions and surfaces indicated to be finished in later stage of project.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).
- C. Where Level 5 finish is indicated, spray apply high build drywall surface over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.
- D. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.06 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION

WOOD ATHLETIC FLOORING

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Wood athletic flooring.
- B. Subflooring.
- C. Sleepers.
- D. Resilient cushioning.
- E. Sheet vapor retarder.
- F. Floor finishes.
- G. Surface finishing and game markings.

1.02 RELATED REQUIREMENTS

- A. Section 02 41 19 Selective Demolition.

1.03 REFERENCE STANDARDS

- A. MFMA (PUR) - Performance and Uniformity Rating Sport Specific Standards current edition.
- B. MFMA (SPEC) - Guide Specifications for Maple Flooring Systems current edition.

1.04 SUBMITTALS

- A. See Section 01300 - Submittal Procedures, for submittal procedures.
- B. Product Data: Provide data for flooring, floor finish materials, and resilient cushion.
- C. Shop Drawings: Indicate floor joint pattern and termination details.
 - 1. Indicate provisions for expansion and contraction, wall base, and game insert or socket devices.
 - 2. Indicate size and type fasteners and anchors.
 - 3. Indicate location, size, design, and color of game markings.
- D. Samples: Submit two samples 6 by 6 inch in size illustrating floor finish, color, and sheen.
- E. Installation Instructions: Indicate standard and special installation procedures.
- F. Maintenance Data: Include maintenance procedures and recommended maintenance materials.
- G. Manufacturer's Qualification Statement.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01300 - Submittal Procedures, for additional provisions.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with MFMA (SPEC).
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section.
 - 1. Minimum three years of documented experience.
 - 2. Member mill of the Maple Flooring Manufacturers Association, Inc (MFMA).
- C. Installer Qualifications: Company specializing in installing products specified in this section.
 - 1. Minimum three years of documented experience.

2. MFMA accredited and approved by flooring manufacturer.

1.06 MOCK-UP

- A. Construct mock-up of wood athletic flooring including subflooring, resilient cushioning, and wood flooring. Illustrate final finish and include example of painted game lines.
- B. Size of mock-up to be not less than 48 inch long by 48 inch wide. Locate where directed.
- C. Mock-up may remain as part of the work.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials and store off the floor in a well-ventilated, weather-tight space.
- B. Materials shall not be delivered, stored or installed until all masonry, painting, plastering tilework, marble and terrazzo work is complete, and all overhead mechanical work, lighting, backstops, scoreboards are installed. Room temperature of 55-80 degrees Fahrenheit (13 to 27 degrees Celsius) and relative humidity of 35-50 % are to be maintained. In- Slab Relative Humidity shall be 85% or less. Ideal installation/storage conditions are the same as those that will prevail when building is occupied
- C. Materials shall not be stored at the installation location if the In-Slab relative humidity level for the concrete slab is above 85% using ASTM F 2170 In-Slab Relative Humidity test.

1.08 FIELD CONDITIONS

- A. Do not install floor system until concrete has been cured 60 days and the requirements in paragraph 1.04 A are obtained.
- B. General Contractor is responsible to ensure slab is clean and free of all dirt and debris prior to floor installation beginning.
- C. Permanent heat, light and ventilation shall be installed and operating during and after installation. Maintain a temperature range of 55 to 80 degrees Fahrenheit (13 to 27 degrees Celsius) and a relative humidity range of 35 to 50%. Consult MFMA guidelines for further information.
- D. After floors are finished, area to be kept locked by general contractor to allow curing time for the finish. If after required curing time general contractor or owner requires use of gym, he shall protect the floor by covering with non-fibred kraft paper or red rosin paper with taped joints, until acceptance by owner (or owner's agent) of complete gymnasium floor.

PART 2. PRODUCTS

2.01 MANUFACTURERS

- A. Wood Athletic Flooring:
 1. Robbins Sports Surfaces; Basis of design: Sportwood Ultra Star: www.robbinsfloor.com.
 2. Substitutions: Section 01300 - Submittal Procedures.

2.02 WOOD ATHLETIC FLOORING

- A. General: Wood strip flooring, MFMA (PUR) compliant for application indicated; system components provided by single manufacturer.

2.03 COMPONENTS

- A. Wood Floor System Components:
 1. 6 mil polyethylene vapor barrier.
 2. Subfloor: EPDM Shock Pad.
 3. Subfloor: Two Layers of 15.32" thick, 4'x8' Exposure 1, APA Rated Sheathing.
 4. Wood Flooring: Dried Northern hard Maple flooring.

a. Grade: third & better grade

B. Fasteners and Anchors: Manufacturer's standard type and size to suit application.

2.04 FINISHES

A. Floor Finishes: Types recommended by flooring manufacturer and complying with MFMA specifications.

1. Sealer: Oil based urethane.
2. Finish Coats: Oil based urethane; high gloss.
3. Game Marking Paint: Compatible with sealer and finish coats; colors as indicated on drawings.

2.05 ACCESSORIES

- A. Perimeter Base: Molded rubber, 4"x3" ventilating, pre-molded outside corners; color black.
- B. Edge Strip: Angle; mill finish aluminum.
- C. Transition Strip: Same species and finish as flooring material; profiles indicated.
- D. Game Socket Devices: Cast aluminum type, with anchors.
- E. Adhesives: Types recommended by flooring manufacturer.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting this work.
- B. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Prepare substrate to receive wood flooring in accordance with manufacturer's and MFMA instructions.
- B. Vacuum clean substrate.

3.03 INSTALLATION

- A. Place vapor retarder over concrete surface, overlap seams a minimum of 6 inches and seal with tape.
- B. Resilient Underlayment: Install in accordance with manufacturer's instructions.
- C. Wood Flooring:
1. Install in accordance with manufacturer's and MFMA instructions.
 2. Lay flooring parallel to length of main playing area. Blind nail or staple to subfloor.
 3. Install edge strips at unprotected or exposed edges, and where flooring terminates.
 4. Provide 2 inch expansion space at walls and other interruptions.
- D. Install floor sockets and inserts to a depth sufficient to ensure flush top surface with floor surface.
- E. Finishing:
1. Mask off adjacent surfaces before beginning sanding.
 2. Sand flooring to smooth even finish with no evidence of sander marks. Remove dust by vacuum.
 3. Apply finishes in accordance with floor finish manufacturer's and MFMA instructions.
 4. Apply first coat, allow to dry, then buff lightly with recommended pad to remove irregularities. Vacuum clean and wipe with damp, lint-free cloth before applying succeeding coats.

5. Apply last coat of finish.

3.04 CLEANING

- A. Clean floor surfaces in accordance with floor finish manufacturer's instructions.

3.05 PROTECTION

- A. Prohibit traffic on finished floor for 72 hours after installation.
- B. Place protective coverings over finished floors; do not remove coverings until Date of Substantial Completion.

END OF SECTION

RESILIENT FLOORING

PART 1. GENERAL

1.01 NOTIFICATIONS

- A. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead are also present in the settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with the EPA and OSHA requirements.

1.02 SECTION INCLUDES

- A. Resilient flooring.
- B. Resilient base.
- C. Installation accessories.

1.03 RELATED REQUIREMENTS

- A. Division 9 Section 09 21 16: "Gypsum Board Assemblies".

1.04 REFERENCE STANDARDS

- A. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.
- B. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile; 2004 (Reapproved 2010)e1.
- C. ASTM F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012).
- D. ASTM F1913 - Standard Specification for Vinyl Sheet Floor Covering Without Backing; 2004 (Reapproved 2010).
- E. GEI (SCH) - GREENGUARD "Children and Schools" Certified Products; GREENGUARD Environmental Institute; current listings at www.greenguard.org.
- F. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; National Fire Protection Association; 2011.
- G. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; Resilient Floor Covering Institute; October 2011.

1.05 SUBMITTALS

- A. See Section 01300 - Submittals, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- D. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01600 - Materials and Equipment for additional provisions

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect roll materials from damage by storing on end.

1.07 FIELD CONDITIONS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

1.08 WARRANTY

- A. Correct defective Work within a ten-year period after Date of Substantial Completion.

PART 2. PRODUCTS

2.01 RESILIENT TILE FLOORING

- A. Manufacturer: Acceptable Manufacturers are limited to the following:
 - 1. Armstrong World Industries: Basis of Design: Gerflor USA; www.gerflor.com.
 - 2. Mannington Mills Inc.: www.mannington.com.
 - 3. Altro: www.altro.com
 - 5. Alternate Brand Request or Substitution Request required.
- B. Luxury Vinyl Tile (LVT): Homogeneous, with color extending throughout thickness, and:
 - 1. Minimum Requirements: Comply with ASTM F1066, of Class corresponding to type specified.
 - 2. Size: 12" x 24".
 - 4. Overall Thickness: 0.1 inches (2.5 mm).
 - 5. Wear Layer Thickness: 20 mil (0.5 mm).
 - 6. Color/Pattern: See Color and Material Legend.

2.02 RESILIENT BASE

- A. Manufacturer: Acceptable Manufacturers are limited to the following:
 - 1. Armstrong World Industries: www.armstrong.com.
 - 2. Tarkett; www.commercial.tarkett.com
 - 3. Johnsonite, a Tarkett Company; www.johnsonite.com.
 - 4. Roppe Corp; www.roppe.com.
 - 5. Alternate Brand Request or Substitution Request required.
- B. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove, and as follows:
 - 1. Height: 4 inch.
 - 2. Thickness: 0.125 inch thick.
 - 3. Finish: Satin.
 - 4. Length: Roll.
 - 5. Color: See color and material legend.

2.03 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Moldings, Transition and Edge Strips: Same material as flooring.
 - 1. Product: Reducer Strip: Same material as resilient base.
 - 2. Product: Rubber Transition Strip: Same material as resilient base.
 - 3. Product: Anodized Aluminum Transition Ramp "RENO-RAMP/-K" manufactured by Schluter or approved product substitution

- C. Sealer and Wax: Types recommended by flooring manufacturer.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.
- C. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for resilient flooring installation by testing for moisture and pH.
 - 1. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.
- D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings.
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- C. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- D. Prohibit traffic until filler is cured.
- E. Clean substrate.
- F. Apply primer as required to prevent "bleed-through" or interference with adhesion by substances that cannot be removed.

3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's instructions.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Fit joints tightly.
- E. Set flooring in place, press with heavy roller to attain full adhesion.
- F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
 - 1. Metal Strips: Attach to substrate before installation of flooring using stainless steel screws.
- H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.
- I. At movable partitions, install flooring under partitions without interrupting floor pattern.
- J. Install feature strips where indicated.

3.06 RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
- B. Install base on solid backing. Bond tightly to wall and floor surfaces.
- C. Scribe and fit to door frames and other interruptions.

3.07 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's instructions.

3.08 PROTECTION

- A. Prohibit traffic on resilient flooring for 48 hours after installation.
- B. Apply manufacturers recommended floor sealer and buff out if recommended.

3.09 SCHEDULE

- A. Refer to Finish Schedule in Drawings.

END OF SECTION

TILE CARPETING

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Carpet tile (Finish Schedule: WOC), fully adhered.
- B. Removal of existing carpet.

1.02 NOTIFICATION OF POTENTIAL HAZARDS

- A. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead are also present in the settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with the EPA and OSHA requirements.

1.03 RELATED REQUIREMENTS

- A. Section 09 65 13 Resilient Base .

1.04 REFERENCE STANDARDS

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2010e1.
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.
- C. CRI (CIS) - Carpet Installation Standard; Carpet and Rug Institute; 2009.
- D. CRI (GLA) - Green Label Testing Program - Approved Adhesive Products; Carpet and Rug Institute; Current Edition.
- E. CRI (GLP) - Green Label Plus Carpet Testing Program - Approved Products; Carpet and Rug Institute; Current Edition.
- F. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; National Fire Protection Association; 2011.

1.05 SUBMITTALS

- A. See Section 01300 - Submittals for submittal procedures
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
- D. Manufacturer's Installation Instructions: Indicate special procedures.
- E. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01600 – Materials and Equipment, for additional provisions.

1.06 FIELD CONDITIONS

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.

PART 2. PRODUCTS

2.01 MANUFACTURERS

- A. Tandus; Product: Assertive Series, Style: Assertive Stria 04839
- B. Other Acceptable Manufacturers:
 - 1. Interface, Inc; www.interfaceinc.com.
 - 2. Shaw Contract Group
 - 3. Lees
 - 4. Substitutions: See Section 016030 - Product Requirements.

2.02 MATERIALS

- A. Carpet Tile Type Modular Tile (WOC): Tufted, manufactured in one color dye lot.
 - 1. Product: Tandus Centiva Assertive Series.
 - 2. Tile Size: 24x24 inch, nominal. Ashlar Install Layout
 - 3. Color: Chromium 2601
 - 4. Critical Radiant Flux: Minimum of 0.22 watts/sq cm, when tested in accordance with ASTM E648 or NFPA 253.
 - 5. VOC Content: Provide CRI Green Label Plus certified product; in lieu of labeling, independent test report showing compliance is acceptable.

2.03 ACCESSORIES

- A. Transition Strips: Rubber carpet joiner strip and Concealed Reducer Strip.
- B. Adhesives: Acceptable to carpet tile manufacturer, compatible with materials being adhered; maximum VOC of 50 g/L; CRI Green Label certified; in lieu of labeled product, independent test report showing compliance is acceptable.
- C. Rubber Wall Base: BASIS OF DESIGN: Roppe, 4" high, color picked from Standard color selection by Architect.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for flooring installation by testing for moisture and pH.
 - 1. Test in accordance with ASTM F710.
 - 2. Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.
- C. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Remove existing carpet tile.
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.

3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions and CRI Carpet Installation Standard.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.
- F. Fully adhere carpet tile to substrate.
- G. Trim carpet tile neatly at walls and around interruptions.
- H. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- B. Clean and vacuum carpet surfaces.

END OF SECTION

PAINTING AND COATING

PART 1. GENERAL

1.01 NOTIFICATIONS

- A. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead are also present in the settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with the EPA and OSHA requirements.

1.02 SECTION INCLUDES

- A. Surface preparation required to properly install products.
- B. Field application of paints and other coatings.
- C. Surfaces to be finished are indicated in this section and on the Drawings.

1.03 RELATED SECTIONS

- A. Division 09 Section 09 21 16 Gypsum Board Assemblies

1.04 REFERENCES

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Master Painters and Decorators Association; 2010.

1.05 SUBMITTALS

- A. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system (copy of relevant MPI Manual page is acceptable).
 - 4. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.
- B. Certification by manufacturer that products comply with Contract Documents and are compatible with applicable substrates and with each other.
- C. Samples for Verification: Submit three paper "drop" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Prime Consultant before preparing samples, to eliminate sheens definitely not required.
 - 3. Paint color submittals will not be considered until color submittals for major materials not to be painted have been approved.
 - 4. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.06 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.

- B. Maintain one copy of relevant portions of MPI Architectural Painting Specification Manual on project site at all times.
- C. Material Safety Data Sheets: At project site maintain file of MSDS sheets for each product used; become familiar with and follow manufacturer's stated application and safety requirements.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

1.09 EXTRA MATERIALS

- A. Supply 1 gallon (4 L) of each color; new, unopened after mixing; store where directed.
- B. Label each container with color in addition to the manufacturer's label.

PART 2. PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
- C. Acceptable Manufacturers are limited to the following:
 - 1. Sherwin Williams: www.sherwin-williams.com.
 - 2. Duron, Inc: www.duron.com.
 - 3. ICI Paints North America: www.icidecorativepaints.com.
 - 4. Benjamin Moore & Co: www.benjaminmoore.com.
 - 5. PPG Architectural Finishes, Inc: www.ppgaf.com.
 - 6. Glidden: www.glidden.com.
 - 7. Fuller-O'Brien: www.fullerpaint.com.
 - 8. Behr Process Corporation: www.behr.com.
 - 9. Alternate Brand Request or Substitution Request required.

2.02 MATERIALS

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
3. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:
 - a. Flat Paints and Coatings: 50 g/L.
 - b. Nonflat Paints and Coatings: 150 g/L.
 - c. Dry-Fog Coatings: 400 g/L.
 - d. Primers, Sealers, and Undercoaters: 200 g/L.
 - e. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 - f. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 - g. Pretreatment Wash Primers: 420 g/L.
 - h. Shellacs, Clear: 730 g/L.
 - i. Shellacs, Pigmented: 550 g/L.

C. Patching Material: Latex filler.

D. Fastener Head Cover Material: Latex filler.

2.03 PAINT SYSTEMS

- A. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
- B. Where a specified paint system does not have a Premium Grade, provide Custom Grade system.
- C. Where sheen is not specified or more than one sheen is specified, sheen will be selected later by Prime Consultant from the manufacturer's full line.
- D. Provide colors as scheduled on Drawings and Color Schedule.

2.04 INTERIOR PAINT SYSTEMS

- A. Structural Steel and Metal Fabrications:
 1. Applications include but are not limited to: columns, beams, joists, exposed fire sprinkler piping, etc.
 2. Water-Based Light Industrial Coating System [MPI INT 5.1B]:
 - a. 1st Coat: Primer, rust-inhibitive, water based [MPI #107].
 - b. 2nd Coat: Light industrial intermediate coating, interior, water based, matching topcoat.
 - c. 3rd Coat: Light industrial top-coating, interior, water based, semi-gloss (MPI Gloss Level 5) [MPI #153].
- B. Angle Iron Base of Wall Supports:
 1. Applications includes: angle iron supports used to seismically secure the base of masonry walls. See Detail 2 on Drawing S1.01 and Drawings A1.02 and A1.03 for extents.
 2. Polyurethane, Pigmented (over epoxy primer) Coating System [MPI INT 5.1F]:
 - a. 1st Coat: Primer, epoxy [MPI #101].
 - b. 2nd Coat: Polyurethane [MPI #72].
 - c. 3rd Coat: Polyurethane, semi-gloss [MPI #72].
- C. Steel Subject to High Temperatures:

1. Applications include but are not limited to: boilers, furnaces, stacks, piping, etc.
 2. Heat Resistant Enamel (Maximum 400° F) [MPI INT 5.2A]:
 - a. Apply in strict accordance with Manufacturer's Instructions (MPI Gloss Level 6) [MPI #21].
- D. Galvanized Metal, Not Chromate Passivated:
1. Applications include but are not limited to: doors, frames, railings, piping, etc.
 2. Alkyd over water-based galvanized primer [MPI INT 5.3L]:
 - a. 1st Coat - Water Based Galvanized Primer [MPI #134]
 - b. 2nd Coat - Alkyd [MPI #48]
 - c. 3rd Coat - Alkyd (MPI Gloss Level 5) [MPI #48]
- E. Woodwork:
1. Applications include but are not limited to doors, door frames, window frames, window casings, trim, baseboards, and moldings.
 2. High Performance Architectural Latex (MPI INT 6.3A):
 - a. 1st Coat - Latex Primer Sealer MPI #50
 - b. 2nd Coat - HIPAC Latex (MPI Gloss Level 3) [MPI #139]
 - c. 3rd Coat - HIPAC Latex (MPI Gloss Level 3) [MPI #139]
- F. Gypsum Board:
1. Applications include but are not limited to walls, ceilings, soffits, and bulkheads.
 2. High Performance Architectural Latex [MPI INT 9.2B]:
 - a. 1st Coat - Latex Primer Sealer [MPI #50]
 - b. 2nd Coat - HIPAC Latex (MPI Gloss Level 3) [MPI #139]
 - c. 3rd Coat - HIPAC Latex (MPI Gloss Level 3) [MPI #139]

2.05 EXTERIOR PAINT SYSTEMS

- A. Structural Steel and Metal Fabrications:
1. Applications include but are not limited to: piling (to 1' below finish grade), columns, beams, joists, doors, etc.
 2. Alkyd System [MPI EXT 5.1D]:
 - a. 1st Coat: Alkyd Primer, anticorrosive for metal [MPI #79].
 - b. 2nd Coat: Alkyd, exterior enamel intermediate coat matching topcoat.
 - c. 3rd Coat: Alkyd, exterior enamel topcoat (Gloss Level 5), [MPI #94].
- B. Steel Subject to High Temperatures:
1. Applications include but are not limited to: boilers, furnaces, stacks, piping, etc.
 2. Heat Resistant Enamel (Maximum 400° F) [MPI EXT 5.2A]:
 - a. Apply in strict accordance with Manufacturer's Instructions (MPI Gloss Level 6) [MPI #21].
- C. Galvanized Metal, Not Chromate Passivated:
1. Applications include but are not limited to: doors, frames, railings, piping, mechanical sheet metal, etc.
 2. Alkyd over water-based primer [MPI EXT 5.3N]:
 - a. 1st Coat - Water Based Galvanized Primer [MPI #134]
 - b. 2nd Coat - Alkyd [MPI #9]
 - c. 3rd Coat - Alkyd (MPI Gloss Level 5) [MPI #9]

PART 3. EXECUTION

3.01 SCOPE -- SURFACES TO BE FINISHED

- A. Paint all exposed surfaces except where indicated not to be painted or to remain natural; the term "exposed" includes areas visible through permanent and built-in fixtures when they are in place.
- B. Paint the surfaces described in PART 2, indicated on the Drawings, and as follows:
 - 1. If a surface, material, or item is not specifically mentioned, paint in the same manner as similar surfaces, materials, or items, regardless of whether colors are indicated or not.
 - 2. Paint surfaces behind movable equipment and furnishings the same as similar exposed surfaces.
 - 3. Paint surfaces to be concealed behind permanently installed fixtures, equipment, and furnishings, using primer only, prior to installation of the permanent item.
 - 4. Paint back sides of access panels and removable and hinged covers to match exposed surfaces.
 - 5. Finish top, bottom, and side edges of exterior doors the same as exposed faces.
 - 6. Paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, and hangers, brackets, collars and supports occurring in finished areas to match background surfaces, unless otherwise indicated.
 - 7. Paint shop-primed mechanical and electrical items occurring in finished areas.
 - 8. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
- C. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically noted; factory-primed items are not considered factory-finished.
 - 2. Items indicated to receive other finish.
 - 3. Items indicated to remain naturally finished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Anodized aluminum.
 - 6. Polished and brushed stainless steel items.
 - 7. Concrete masonry in utility, mechanical, and electrical spaces.
 - 8. Acoustical materials.
 - 9. Concealed piping, ductwork, and conduit.

3.02 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials; report incompatible primer conditions and submit recommended changes for Prime Consultant's approval.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Concrete: 12 percent.
 - 2. Fiber-Cement Board: 12 percent.
 - 3. Masonry (Clay and CMUs): 12 percent.
 - 4. Wood: 15 percent.
 - 5. Gypsum Board: 12 percent.
 - 6. Plaster: 12 percent.

- E. Measure the ph factor of concrete, masonry, and mortar before starting any finishing process, using the method specified in MPI Architectural Painting Manual.
 - 1. Report results in writing to Owner before starting work.
 - 2. If results of test indicate need for remedial action, provide written description of remedial action. If a different primer or paint systems is required, state the total cost of the change. Do not proceed with remedial action or change without receiving written authorization from Owner.

3.03 PREPARATION

- A. Prepare surfaces as specified in MPI Architectural Painting Specification Manual and as follows for the applicable surface and coating; if multiple preparation treatments are specified, use as many as necessary for best results; where the Manual references external standards for preparation (e.g. SSPC standards), prepare as specified in those standards; comply with coating manufacturer's specific preparation methods or treatments, if any.
- B. Coordinate painting work with cleaning and preparation work so that dust and other contaminants do not fall on newly painted, wet surfaces.
- C. Surface Appurtenances: Prior to preparing surfaces or finishing, remove electrical plates, hardware, light fixtures, light fixture trim, escutcheons, machined surfaces, fittings, and similar items already installed that are not to be painted.
 - 1. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before preparation and finishing.
 - 2. After completing painting in each space or area, reinstall items removed using workers skilled in the trades involved.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- E. Marks: Seal with shellac those which may bleed through surface finishes.
- F. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Insulated Coverings to be Painted: Remove dirt, grease, and oil from canvas.
- I. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- J. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- K. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- L. Wood Items to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- M. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.04 APPLICATION

- A. Apply products in accordance with manufacturer's instructions and as specified or recommended by MPI Manual, using the preparation, products, sheens, textures, and colors as indicated.
 - 1. Remove, refinish, or repaint work not complying with requirements.
- B. Do not apply finishes over dirt, rust, scale, grease, moisture, scuffed surfaces, or other conditions detrimental to formation of a durable coating film; do not apply finishes to surfaces that are not dry.
- C. Use applicators and methods best suited for substrate and type of material being applied and according to manufacturer's instructions.
 - 1. Brush Application: Use brushes best suited for the type of material applied; use brush of appropriate size for the surface or item being painted; produce results free of visible brush marks.
 - 2. Roller Application: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 - 3. Spray Application: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
 - 4. Where application method is listed in the MPI Manual for the paint system that application method is required; otherwise any application method recommended by manufacturer for material used and objects to be painted is acceptable.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate; provide total dry film thickness of entire system as recommended by manufacturer.
 - 1. Number of coats and film thickness required are the same regardless of application method.
 - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
 - 3. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
- E. Apply finish to completely cover surfaces with uniform appearance without brush marks, runs, sags, laps, ropiness, holidays, spotting, cloudiness, or other surface imperfections.
 - 1. Before applying finish coats, apply a prime coat of material recommended by manufacturer, unless the surface has been prime coated by others; where evidence of suction spots or unsealed areas in first coat appear, recoat primed and sealed surfaces to ensure finish coat with no burn through or other defects due to insufficient sealing.
 - 2. Apply first coat to surface that has been cleaned, pretreated, or otherwise prepared as soon as practical after preparation and before subsequent surface deterioration.
 - 3. Do not apply succeeding coats until the previous coat has cured as recommended by manufacturer.
 - 4. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat will not cause the undercoat to lift or lose adhesion.
 - 5. If manufacturer's instructions recommend sanding to produce a smooth, even surface, sand between coats.
 - 6. Before applying next coat vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.05 CLEANING AND PROTECTION

- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from site.
- C. Protect other work, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting as approved by Prime Consultant.
- D. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
- E. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in MPI Manual.

3.06 SCHEDULE - COLORS

- A. See Plans and Schedules for extent of surfaces to be painted.

END OF SECTION

DISPLAY CASES

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Recessed display cases.

1.02 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2014 (2015 Errata).
- B. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2020.
- C. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2013.

1.03 SUBMITTALS

- A. See Section 01300 - Submittal Procedures, for submittal procedures.
- B. Product Data: Submit complete printed data and installation details indicating products to be provided as specified.
- C. Shop Drawings: Submit complete installation details. Include dimensioned elevations.
- D. Manufacturer's Qualification Statement.
- E. Specimen Warranty.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with at least three years of documented experience.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver display cases and materials to the Project site with manufacturer's protective crate covering and do not open until ready for use.
- B. Protect display cases before, during, and after installation. In case of damage, immediately provide necessary repairs and replacements.

1.06 FIELD CONDITIONS

- A. Field Measurements: Verify field measurements for recessed application for display cases before preparation of shop drawings and before fabrication to ensure proper installation.

1.07 WARRANTY

- A. See Section 01700 - Closeout Procedures, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Provide five year manufacturer warranty against defects and in materials, finish product and workmanship.

PART 2. PRODUCTS

2.01 DISPLAY CASES

- A. Recessed Display Case: Basis of Design; Aarco 10-2000, Factory-fabricated wood-framed display case with adjustable glass shelves, finished interior, and aluminum trim on face to cover edge of recessed opening. Dimensions: 16" deep, 6'-0" high, 12'-0" long.

1. Components:
 - a. Glazed Doors: Sliding.
 - 1) Number of Doors: Two pair.
 - b. Side Panels: Stained veneer plywood.
 - c. Back Panel: Tackable.
 - d. Top Panel: Stained veneer plywood.
 - e. Bottom Panel: Stained veneer plywood.
 - f. Lighting: LED.

2.02 COMPONENTS

- A. Aluminum Case Construction: Aluminum side, bottom, and top panels fabricated from extruded aluminum shapes.
- B. Face Frame Trim for Recessed Installation: 2 inch flat face dimension extruded aluminum trim mitered with corner clips and mechanical fasteners.
- C. Glazed Sliding Doors:
 1. 1/4 inch clear tempered glass with plastic finger pulls.
 2. Door track: Extruded aluminum glass shoe with bottom rollers and top plastic guide.
 3. Lock: Track plunger lock.
- D. Glass Shelves:
 1. 1/4 inch clear tempered glass with flat-polished edges.
 2. Shelf Depth: 12 inches.
 3. Shelves per Unit: three.
- E. Shelf Standards and Brackets: Single-slotted channel standards for brackets adjustable in 1 inch increments along entire length of standard, drilled and countersunk for screws.
 1. Standards Mounting: Recess-mounted into back panel.
 2. Finish: Anochrome.
 3. Brackets: Boltless with lip front; 16 gauge, 0.0598 inch sheet steel, reinforced, locking into slots; size to suit shelves; same finish as standards.
- F. Tackable Back Panel: Fabric laminated to cork on hardboard.
 1. Cork Thickness: 1/8 inch.
 2. Fabric: Burlap; minimum fabric weight: 13 oz/sq yd.
 3. Color, Texture, Weave, and Pattern: Black.
 4. Backing: Hardboard, 1/4 inch thick, factory laminated to tack surface.
- G. Lighting: Manufacturer's standard LED light fixture housed at top of case with louvered aluminum access door with keyed lock.
 1. Surface Mounted: Under cabinet type fixture.
 2. Controls: On/Off using switch mounted on display case.

2.03 MATERIALS

- A. Aluminum Extrusions for Framing and Trim: Alloy as recommended by manufacturer for construction and specified finish; nominal 1/8 inch wall thickness.
- B. Aluminum Extrusions: ASTM B221 (ASTM B221M), 6063 alloy, T5 temper.
 1. Finish: Factory anodized; AAMA 611: Clear anodized.

PART 3. EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Clean case and glass using manufacturers recommended procedures.

3.02 ADJUSTING AND CLEANING

- A. Verify that all accessories are installed as detailed for each unit.
- B. At completion of work, clean glass surfaces, back panels and trim in accordance with manufacturer's recommendations leaving units ready for use.

END OF SECTION

SIGNAGE

PART 1. GENERAL

1.01 NOTIFICATIONS

- A. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead are also present in the settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with the EPA and OSHA requirements.
- B. Notification of Child Occupied Facility: Portions of this building are classified as a Child Occupied Facility in accordance with 40 CFR 745 and lead-based paints may be present on components to be disturbed in those areas. Personnel performing work in these areas must comply with the requirements of 40 CFR 745, including training, work practices and cleaning of the work area. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of lead materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.

1.02 SECTION INCLUDES

- A. Interior Mounted Adhesive Vinyl Graphics.
- B. Exterior Cast Aluminum Letters and installation hardware.
- C. CNC Metal Graphic

1.03 RELATED SECTIONS

- A. Section 09 21 16 - Gypsum Board Assemblies

1.04 REFERENCES

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 1998.

1.05 SUBMITTALS

- A. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available, installation instructions, maintenance data.
- B. Shop Drawings: Indicate sign styles, lettering font, foreground and background colors, locations, overall dimensions, and attachment to substrate.
- C. Samples: Submit samples showing color, texture, or finish selected.
- D. Warranty: Manufacturer's standard warranty against defects.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Package signs, labeled in name groups.

- B. Store vinyl adhesive graphics and adhesive attachment tape at ambient room temperatures.

PART 2. PRODUCTS

2.01 INTERIOR ADHESIVE VINYL GRAPHICS

- A. Material:
 - 1. Basis of Design: 3M Scotchcal Graphic Film 100
- B. Electro-cut Graphic Images.
 - 1. Color: To be selected by Architects from full product range.
 - 2. Style Complexity: per images shown on Interior Elevations
 - 3. Height: As indicated on Drawings
 - 4. Quantity/Location: See Drawings.
- C. Electro-cut Letters.
 - 1. Color: To be selected by Architect from full product range.
 - 2. Font: To be selected by Architect from standard options.
 - 3. Height: see drawings.
 - 4. Quantity/Location: See Drawings.
- D. Accessories
 - 1. Stand off hardware. Basis of Design US Horizon
 - a. Base: # SO12x12PSS
 - b. Standoff Cap #: CAP34LPBS, 3/4", Brushed stainless steel.
 - 2. Polycarbonate plastic sheet, 1/4" thick.

2.02 EXTERIOR CAST ALUMINUM LETTERS

- A. Acceptable Manufacturers are limited to the following:
 - 1. Gemini Inc.; Basis of Design: www.geminisignletters.com.
 - 2. SPC Marketing, Inc.: www.signlettersonline.net.
 - 3. Plaques and Letters, Inc.: www.plaquesandletters.com.
 - 4. Impact Signs, Inc.; www.impactsigns.com
 - 5. Alternate Brand Request or Substitution Request required.
- B. Cast aluminum letters with double rail installation conforming to the following criteria:
 - 1. Height: 18".
 - 2. Depth: 1 1/2"
 - 3. Finish: Clear Anodized, sanded return, #514 aluminum alloy.
 - 4. Letter Style: As selected from manufacturer's full line.
 - 5. Fasteners: Stainless steel.
 - 6. Mounting Hardware: Concrete embedded standoff

2.03 EXTERIOR CUT METAL GRAPHIC

- A. CNC cut metal graphic:
 - 1. Height: See drawings.
 - 2. Gage: 14 ga, or as recommended by CNC.
 - 3. Finish: Galvalume finish, colors per drawings
 - 4. Fasteners: Stainless steel.
 - 5. Mounting Hardware: Concrete embedded standoff

PART 3. EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Position sign on wall from strike side of door, level.
- C. Position Graphics as indicated on drawings.

END OF SECTION

GYMNASIUM EQUIPMENT

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Basketball backboards, goals, and support framing.
- B. Floor anchors for tensioned elements.
- C. Floor sleeves for net and goal posts.
- D. Wall mounted protection pads.
- E. Gym divider curtains.
- F. Volleyball nets and posts.

1.02 RELATED REQUIREMENTS

- A. Section 09 64 66 - Wood Athletic Flooring: Gymnasium flooring.

1.03 REFERENCE STANDARDS

- A. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020.
- B. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. NFPA 101 - Life Safety Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Large Components: Ensure that large components can be moved into final position without damage to other construction.
- B. Electrically Operated Equipment: Coordinate location and electrical characteristics of service connection.

1.05 SUBMITTALS

- A. See Section 01300 - Submittal Procedures, for submittal procedures.
- B. Product Data: Provide manufacturer's data showing configuration, sizes, materials, finishes, hardware, and accessories; include:
 - 1. Electrical characteristics and connection locations.
 - 2. Structural steel welder certifications.
 - 3. Manufacturer's installation instructions.
- C. Shop Drawings: For custom fabricated equipment indicate, in large scale detail, construction methods; method of attachment or installation; type and gage of metal, hardware, and fittings; plan front elevation; elevations and dimensions; minimum one cross section; utility requirements as to types, sizes, and locations.
- D. Erection Drawings: Detailed dimensional requirements for proper location of equipment.
- E. Samples: Submit samples of wall pad coverings in manufacturer's available range of colors.
- F. Operating and maintenance data, for each operating equipment item.
- G. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to project site in manufacturer's original packaging with factory original labels attached.
- B. Store products indoors and elevated above floor; prevent warping, twisting, or sagging.
- C. Store products in accordance with manufacturer's instructions; protect from extremes of weather, temperature, moisture, and other damage.

1.08 WARRANTY

- A. See Section 01700 - Closeout Procedures, for additional warranty requirements.

PART 2. PRODUCTS

2.01 MANUFACTURERS

- A. Gymnasium Equipment:

2.02 GENERAL REQUIREMENTS

- A. See drawings for sizes and locations, unless noted otherwise.
- B. Where mounting dimensions or sizes are not indicated, comply with applicable requirements of the following:
 - 1. National Federation of State High School Associations (NFHS) sports rules.
- C. Provide mounting plates, brackets, and anchors of sufficient size and strength to securely attach equipment to building structure; comply with requirements of Contract Documents.
- D. Hardware: Heavy duty steel hardware, as recommended by manufacturer.
- E. Electrical Wiring and Components: Comply with NFPA 70; provide UL-listed equipment.
- F. Structural Steel Fabrications: Welded in accordance with AWS D1.1/D1.1M, using certified welders.

2.03 DIVIDER CURTAINS

- A. Gymnasium Divider Curtains:
 - 1. Curtain Material: Class A rated, self-extinguishing vinyl coated polyester meeting NFPA 101.
 - a. Upper Section: 9 oz/sq yd vinyl mesh fabric.
 - b. Lower Section: 18 oz/sq yd solid vinyl coated polyester.
 - 2. Upper Section: 9 oz/sq yd vinyl mesh fabric.
 - a. Color: Manufacturers standard color.
 - b. Overall Curtain Height: As indicated on drawings.
 - 3. Lower Section: 18 oz/sq yd solid vinyl coated polyester.
 - a. Color: Manufacturers standard color.
 - b. Height Above Floor: Manufacturer's standard height.
 - 4. Operation: Vertical lift fold-up.
 - 5. Controls: Wall switch and remote control.
 - 6. Manufacturers:
 - a. Draper, Inc; Fold Up, Motorized: www.draperinc.com/#sle.

- b. Substitutions: See Section 01300 - Submittal Procedures.

2.04 BASKETBALL

- A. Basketball System: Backstop assembly, backboard, and goal.
- B. Ceiling-Suspended Backstop Assemblies: Capable of mounting both rectangular and fan-shaped backboards.
 - 1. Framing: Center strut; forward folding framing.
 - 2. Folding Control System: Electric hoist that folds backstop with 115 volt actuator, integral limit switches that provide automatic shut-off in both positions, and safety catch with automatic reset.
 - 3. Folding Control System: Manual winch with safety catch and automatic reset.
 - 4. Height Adjuster: Raises or lowers assembly by 2 feet to adjust goal height.
 - 5. Height Control System: Manual winch.
 - 6. Framing Color: Manufacturer's standard.
 - 7. Manufacturers:
 - a. Draper, Inc; EZ Fold Ceiling Suspended Forward-Folding: www.draperinc.com/#sle.
 - b. Substitutions: See Section 01300 - Submittal Procedures.
- C. Backboards: Tempered glass, rectangular shaped.
 - 1. Frame: Brushed aluminum edge, steel mounting.
 - 2. Markings: Painted.
 - 3. Provide safety padding for bottom edge of backboard.
 - 4. Provide mounting kit.
 - 5. Color: Manufacturer's standard.
- D. Goals: Steel rim, mounted to backboard, with attached nylon net; complete with mounting hardware.
 - 1. Net Attachment Device: Tube-tie with net lock strip.
 - 2. Breakaway mechanism, adjustable.
 - 3. Provide safety pad for goal mounting.
 - 4. Finish: Powder coat orange.

2.05 WALL PADDING

- A. Wall Mounted Safety Pads: Foam filling bonded to backing board, wrapped in covering; each panel fabricated in one piece.
 - 1. Covering: Vinyl-coated polyester fabric, mildew and rot resistant; stapled to back of board.
 - a. Color: As selected from manufacturer's standard range.
 - b. Texture: Embossed leather-look.
 - c. Fabric Weight: 14 oz/sq yd.
 - 2. Foam: Urethane, soft, 3.5 pcf nominal density.
 - 3. Foam: Open cell polychloroprene (Neoprene) 5.5 pcf nominal density.
 - 4. Foam Thickness: 1-1/2 inches.
 - 5. Backing Board: Plywood.
 - 6. Fastening Margins: 1 inch wide, covered by fabric covering.
 - 7. Mounting: Removable; Z-clips fixed to wall and to padding.
 - 8. Manufacturers:
 - a. Draper, Inc; EcoVision Wall Pad: www.draperinc.com/#sle.
 - b. Substitutions: See Section 01300 - Submittal Procedures.
- B. Specially Shaped Padding: Same construction as standard padding; custom fabricate to fit

irregularly shaped members, areas, and protrusions in gymnasium as indicated; provide padding for:

1. I-beams.
2. Wall corners.
3. Various electrical fixtures.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Take field measurements to ensure proper fitting of work. If taking field measurements before fabrication will delay work, allow for adjustments within recommended tolerances.
- B. Inspect areas and conditions before installation, and notify Architect in writing of unsatisfactory or detrimental conditions.
- C. Do not proceed with this work until conditions have been corrected; commencing installation constitutes acceptance of work site conditions.
- D. Verify that electrical services are correctly located and have proper characteristics.

3.02 INSTALLATION

- A. Install in accordance with Contract Documents and manufacturer's instructions.
- B. Coordinate installation of inserts and anchors that must be built in to flooring or subflooring.
- C. Install equipment rigid, straight, plumb, and level.
- D. Secure equipment with manufacturer's recommended anchoring devices.
- E. Install wall padding securely, with edges tight to wall and without wrinkles in fabric covering.
- F. Separate dissimilar metals to prevent electrolytic corrosion.

3.03 ADJUSTING

- A. Verify proper placement of equipment.
- B. Verify proper placement of equipment anchors and sleeves, and use actual movable equipment to be anchored if available.
- C. Adjust operating equipment for proper operation; remove and replace equipment causing noise or vibration; lubricate equipment as recommended by manufacturer.

3.04 CLEANING

- A. Remove masking or protective covering from finished surfaces.
- B. Clean equipment in accordance with manufacturer's recommendations.

3.05 PROTECTION

- A. Protect installed products until Date of Substantial Completion.
- B. Replace damaged products before Date of Substantial Completion.

END OF SECTION

Community Workforce Agreement

for the

_____ (Project name)

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PREAMBLE

The Anchorage School District (Public Entity/Owner, hereinafter referred to as “Owner” or “District”), is committed to securing the best value for public construction funds, and to putting such funds to work for the benefit and improved general welfare of residents of the community, and in particular, community members in focus categories such as military veterans, members of the National Guard and reservists; adults skilled in the construction trades; people of color; women; District graduates, young people and unskilled adults, socially and economically disadvantaged members of the community; and individuals facing reentry into the community after leaving a State of Alaska correctional facility. The Building and Construction Trades Council of Southcentral Alaska (hereinafter, the “Council”) is committed to preserving work traditionally performed by community members represented by the Council and its member organizations, and to creating employment opportunities for such individuals as well as for community members in the Owner’s priority categories.

The Owner seeks to expand training and employment opportunities for District graduates, to gain ready access to a competent workforce for current as well as future projects, and to secure cost savings by employing skilled apprentices to work with more experienced workers on public construction projects. The Council seeks to participate in creating the workforce of the future, and to making such cost savings available to the Owner on present and future construction projects.

To these ends, the Council and its member organizations agree to provide the Owner, its contractors and subcontractors, with viable tools, including bona fide apprenticeship and training programs with proven track records of graduating skilled apprentices, and hiring and job referral systems designed to prioritize area resident and special applicant employment preferences as described above in Paragraph 1. The Owner agrees the interests of the community will be served by the utilization of these tools, and that the Owner can effectively achieve the goals stated herein by utilizing a Community Workforce Agreement (hereinafter the “CWA”) to build projects constructed with public funds.

ARTICLE 1 PRODUCTIVITY

1.1 This CWA is intended to ensure that all construction work on the _____ (Public Project, hereinafter, the “Project”) proceeds without interruption or delay, that all participants work cooperatively in accordance with the highest standards of excellence and professionalism, and that disputes are resolved in an effective, expeditious manner.

ARTICLE 2 FAIR CONTRACTING OPPORTUNITIES

2.1 This CWA is intended to provide access to fair and competitive work opportunities for all contractors, and subcontractors. The Owner or Contractor, as appropriate, has the right to select all qualified bidders or subcontractors to perform work on the Project subject only to the Letter of Assent requirement set forth in Article 8.

2.2 The Council and all signatory labor organizations shall work cooperatively with the Owner, Contractor and all subcontractors awarded work on the Project regardless of whether the Contractor or subcontractors have performed or are performing work on other projects under contract with the Council or any labor organization signatory to this CWA (hereinafter, "signatory labor organization").

2.3 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

ARTICLE 3 THE PARTIES

3.1 This CWA is entered into by Contractor selected by the Owner to be responsible for construction of the Project (hereinafter, the "Contractor"), for and on behalf of itself and its subcontractors of any tier, the Building and Construction Trades Council of South-Central Alaska (hereinafter, the "Council") and all signatory labor organizations. The Owner, Contractor, all subcontractors, the Council and signatory labor organizations may be referred to individually as a "Party" and collectively as the "Parties."

ARTICLE 4 TERM OF AGREEMENT

4.1 This CWA shall become effective on the ____ day of _____, 20__ and shall continue in full force and effect until completion of all Covered Work. Termination of this CWA shall occur upon receipt by the Council of written notice from the Owner, of Project completion.

ARTICLE 5 CONSTRUCTION OF THE PROJECT

5.1 This CWA shall apply to all phases of construction of the Project, from site preparation, startup through clean-up, including rework, change orders and extensions of the Project, to completion certified in writing by the Owner. Construction of the Project will be undertaken pursuant to a contract between the Owner and the Contractor pursuant to contract documents executed between the Owner and the Contractor (hereinafter, the "Contract"). The Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

5.2 The Owner will implement this Article by including appropriate, binding provisions in the Contract and Solicitation documents establishing execution of and compliance with this CWA as conditions of the job award and construction of the Project.

ARTICLE 6 COVERED WORK AND SERVICES

6.1 This CWA shall apply to all activities engaged in or performed at the direction of the Contractor pursuant to the Contract, and by subcontractors awarded contracts to perform work on the Project (hereinafter, "Covered Work"). Covered work shall include all construction work traditionally performed by workers represented by the Council or members of the Council, including site preparation, dedicated off site lay down yard to the extent permitted by law, storage yard work, supply and delivery of concrete, and surveying. The site of construction is defined as _____ (hereinafter, the "Work Site") and shall refer to all locations at which the Contractor or subcontractors perform Covered Work.

6.2 This CWA applies only to covered work performed on the specific project Work Site listed above. It does not apply to, nor any rights of the parties under this agreement extended to, Contractors or sub-Contractors work on other projects outside the Covered Work of this agreement.

6.3 Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

6.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, or subsidiaries.

ARTICLE 7 EXCLUDED WORK AND SERVICES

7.1 The following work is excluded from the scope of this CWA:

- a. Non-manual work
- b. Work performed by employees employed by the Owner.
- c. Any work performed on, near, leading to, or into the Project Site by State, County, City or other governmental bodies, their contractors, or by public or private utilities or their contractors.
- d. On and off-site maintenance of leased equipment and on-site supervision of such work.
- e. Required equipment warranty work, and the onsite supervision of such work.
- f. Startup, commissioning, specialty testing or inspections done by the Owner, Contractor or Subcontractors, unless such work is traditionally performed by employees represented by the Council or its members, in which case it is not excluded.
- g. Off-site manufacture of materials, equipment, or machinery; the repair, maintenance, assembly, painting, handling or fabrication of components; or, work involved in deliveries to and from the Work Site; however, when subcontracting for prefabrication of materials to be installed on the Project, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the appropriate Alaska prevailing wage for comparable fabrication, as set by Alaska Statute Title 36, Public Contracts.
- h. Furniture, fixture and equipment installation and other work performed after the Contractor and Subcontractors have completed construction work and or after the Contract completion date.
- i. Any work within the historic jurisdiction of the Outside Construction Branch of the International Brotherhood of Electrical Workers Local Union 1547.

ARTICLE 8 COMPLIANCE WITH AGREEMENT

8.1 All Covered Work will be contracted only to the Contractor and those subcontractors who agree to become and remain signatory to this CWA for the duration of the Project. The Contractor and all subcontractors shall fulfill this commitment by executing a Letter of Assent (Attachment 1) prior to commencing Covered Work. A signed copy of the Letter of Assent shall be transmitted immediately upon execution to the President of the Council as condition of the dispatch of employees to the Work Site. The Contractor shall monitor and enforce compliance with this CWA by all subcontractors. The Council shall monitor compliance with this CWA of its member organizations.

8.2 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any Covered Work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

8.3 Audit rights contained in any collective bargaining agreement with the affected signatory labor organization that predominantly covers work associated with this CWA, shall be limited to the audit of the Contractor's or subcontractor's payroll records for non-exempt personnel assigned to this Project only.

ARTICLE 9 MANAGEMENT RIGHTS

9.1 The Contractor and the Contractor's subcontractors shall have full authority to manage their business operations, including but not limited to the authority to determine the number of workers and craft supervisory personnel, and their qualifications. The Contractor and its subcontractors also shall have full authority to direct the work force, hire, promote, transfer, lay-off, discipline or discharge for just cause, select foremen and general foremen, assign and schedule work, including overtime work and determine when it will be worked and the number and identity of employees to be engaged in such work. Project work rules are subject to the review by the Project Administrative Committee (hereinafter, the "PAC") as described in Article 12.

9.2 There shall be no limitation or restriction on the Owner's, Contractor's or subcontractor's choice of materials or design; or, regardless of source or location, on the full use, installation and utilization of equipment, machinery, package units, pre-casts, prefabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving device. However, when subcontracting for prefabrication of materials for field installation on the Project, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the appropriate Alaska prevailing wage for comparable fabrication, as set by Alaska Statute Title 36, Public Contracts.

9.3 The on-site installation or application of such items shall be performed by employees represented by members of the Council, or labor organizations signatory to this CWA, if such employees traditionally perform such work; provided that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment.

If there is any disagreement between the Contractor, a subcontractor and the Council or a labor organization signatory to this CWA concerning the manner of installation, check-off or testing of such equipment, the work shall proceed as directed by the Contractor, or subcontractor and the labor organization shall have the right to dispute the matter and have it resolved in accordance with Article 21 of this CWA.

9.4 The rights of management enumerated in this Article are limited only by the Contract and the terms of this CWA.

9.5 If all crafts involved agree prior to commencing the work, the Contractor or Sub-Contractor may develop a composite crew for the performance of a particular task. So long as the crew consists of the required crafts in such proportions as the respective work being performed, the traditional craft jurisdictional boundaries will be waived by all Signatory Labor Organizations.

ARTICLE 10 REPRESENTATION OF EMPLOYEES

10.1 The Owner, Contractor and all subcontractors agree to recognize the Council and the labor organizations signatory to this CWA as the sole and exclusive bargaining representatives of all employees performing Covered Work on the Project with respect to wages or rates of pay, benefits, hours of work and other terms and conditions of employment.

10.2 Each labor organization signatory to this CWA shall be entitled to designate one (1) official representative and one (1) official alternate (hereinafter, "Employee Representatives") as primary points of contact. It is understood that, depending upon the availability of these individuals, or the unique nature of a problem or dispute, other Employee Representatives may be designated on a short-term basis. Written notice of the designation of Employee Representatives (Attachment 3) shall be provided to the appropriate Contractor or subcontractor. Employee Representatives shall fully comply with the visitor, safety and security rules established for the Project.

10.3 The Contractor and/or subcontractors shall provide the Council or the appropriate labor organization with written notification of its chain of command for resolving issues or workplace disputes.

10.4 Employee Representatives shall be given fair and reasonable access to the Work Site. Employees performing Covered Work shall be permitted to consult and confer privately with their Employee Representatives. Employee Representatives shall work cooperatively with the Contractor's or subcontractor's representatives to prevent the escalation of Work Site problems and to resolve them at the lowest possible level.

10.5 Each labor organization signatory to this CWA also shall have the right to designate at least one (1) working journeyman as Steward. Written notice of the designation shall be provided to the appropriate Contractor or subcontractor. The Steward shall be recognized as the labor organization's Work Site employee representative. One (1) Steward also may be designated for each shift, should multiple shifts be utilized. Stewards shall be permitted on the Work Site at all times. A Steward's activities may not unreasonably interfere with the Steward's work for the Contractor or its subcontractors, or the work of other employees.

10.6 All Stewards shall be qualified workers assigned to a crew. Under no circumstances shall there be a non-working Steward on the Project.

10.7 The Steward shall be paid at the applicable prevailing wage rate for the job classification in which he or she is employed. The Steward shall be given all rights specified in the specific labor organization's CBA that covers construction work.

10.8 The Contractor shall notify the appropriate labor organization in reasonable advance of disciplining or discharging a Steward for just cause and as soon as possible after it becomes known to the Contractor that a Steward has voluntarily quit. In the case of a bona fide reduction in force, forty-eight (48) hours prior written notice shall be given the appropriate labor organization prior to the lay-off of a Steward. The Steward shall be laid off last in his classification and shall not be subjected to discrimination or discharge on account of providing employee representation.

10.9 No worker shall be required to become a member of a Union, or pay any dues or dues equivalent, to be eligible for employment under this SCWA. If elected by the employee, the Employer and subcontractors will deduct working membership dues, assessments and non-membership fees in the amount designated by the applicable labor organization, provided the employee has executed and provided the Contractor or subcontractor with a written assignment authorizing the deduction. All workers covered by this CWA who are Union members and working for a Contractor signatory to a collective bargaining agreement other than this CWA, shall remain members in said Union during the project. It is understood and agreed that the Contractor or subcontractor assumes no liability in connection with dues or fee collection, except for ordinary diligence and care in transmittal of the monies to the appropriate labor organization. The Contractor or subcontractor will remit to the appropriate labor organization, the dues deducted on or before the fifteenth (15th) day of each month following the month of accrual.

ARTICLE 11 PRE-JOB COOPERATION

11.1 The Contractor, all known subcontractors of all tiers, and the Council shall participate in a Pre-Job conference to be held within thirty (30) days after the award date, but not later than two (2) weeks prior to the commencement of Covered Work, and on an as needed basis for projects with multiple phases or start dates. Once the remaining subcontractors are selected, they shall participate in a Pre-Job conference with the Contractor and affected signatory labor organization(s) prior to starting their work.

11.2 The Pre-Job conference shall be arranged by the CWA Administrator pursuant to Article 12. Information about the scope of work and specific and detailed craft assignments will be presented by the Contractor or subcontractor so that all Parties can review proposed work assignments prior to the start of construction. The Contractor and subcontractors shall present all information available regarding the start date and duration of the Project, estimated peak employment periods, and any other information necessary to help ensure a successful, dispute-free Project.

11.3 Each Subcontractor shall submit a Pre-Job package addressing the matters described in Sections 11.2 and 11.4, to the Contractor for distribution to the Council in reasonable advance of the Pre-Job conference. The Pre-Job package shall include the signed Letter of Assent (Attachment 1), and if applicable, a Core Employee list (Attachment 2) together with supporting documentation pursuant to Article 14.6.

11.4 If the Contractor or any subcontractors at any tier fails to attend the Pre-Job conference prior to the commencement of Covered Work, or to submit the required materials, it shall be considered a violation of this CWA. The Council or signatory labor organization shall immediately notify the Contractor or Owner, as appropriate, of the violation. The Owner shall require the Contractor or subcontractor to take corrective action regarding this matter immediately. No Party shall commence Covered Work until the obligations set forth in this Article are satisfied. If the Contractor is the offending Party, the matter will be resolved by the PAC pursuant to Article 12, upon submission of a written complaint (Attachment 4) to the CWA Administrator.

ARTICLE 12 PROJECT ADMINISTRATIVE COMMITTEE (PAC)

12.1 The parties to this CWA recognize the necessity of cooperation, the prevention and elimination of disputes, misunderstandings, or unfair practices on the part of any party that may arise after award of the Contract or subcontract, or during construction of the Project.

12.2 A Project Administrative Committee (PAC) shall be established consisting of regular members, as follows:

- a. One (1) Contractor representative who shall be appointed by the Contractor and who shall have the authority to speak for and make decisions on the Contractor's behalf

Contractor Representative shall be: _____

- b. The President of the Council shall preside as the PAC Representative and have the authority to speak for and make decisions on behalf of the Council after consultation with the appropriate signatory labor organization(s) as necessary.

Council Representative shall be: _____

- c. One (1) CWA Administrator representing the Owner who shall be appointed by the Owner and who shall have the authority to make decisions on the Owner's behalf. The Owner through the CWA Administrator, or Designee, shall initiate and participate in all proceedings of the PAC. The CWA Administrator or Designee shall chair all meetings of the PAC.

CWA Administrator shall be: _____

12.3 The PAC shall monitor the progress of the project and be empowered to address Project wide issues and disputes such as, Project policies and work rules; Project safety; compliance with hiring requirements, apprenticeship utilization; job progress; job interruptions; core employee hire and other significant issues as may affect the Project. Furthermore, the PAC shall track the implementation of apprenticeship, military, and other hiring preferences and report progress to the Owner. The PAC's dispute resolution process does not supersede, nor is it a substitute for the grievance process. Complaints involving alleged violations of this CWA, or any signatory labor organization's CBA that predominantly covers their work associated with this CWA shall be resolved in accordance with the grievance process set forth in Article 20.

12.4 A Party or Parties may submit a dispute to the PAC for resolution, by providing a written copy of the Party's complaint (Attachment 4) to the CWA Administrator and all affected Parties. The CWA Administrator shall call a meeting to address any such complaint promptly upon receipt of it. One (1) representative of the Contractor, one (1) representative of each subcontractor(s) involved in the complaint, one (1) representative of the Council, and one (1) representative of each labor organization(s) involved in the complaint will be permitted to attend and participate in the complaint's resolution. Affected parties will be given an opportunity to present facts and witness testimony relevant to the complaint in accordance with general standards of due process. Proceedings of the PAC shall be informal and strict application of the rules of evidence shall not be required. If resolution of the complaint by mutual agreement of the Parties is not possible, the PAC shall decide the matter by open ballot, majority vote.

12.5 No decision or resolution reached by the PAC shall supersede, alter, modify, amend, add to or subtract from this CWA, or any signatory labor organization's CBAs except as the latter is modified or superseded by this CWA. The PAC's resolution of a complaint shall be reduced to writing and shall be signed by all the Parties. Decisions of the PAC shall be final and shall not be subject to appeal.

12.6 The PAC shall meet as needed to review the overall operation of the CWA on the Project. In the case of emergencies, the PAC shall be convened by the CWA Administrator, within forty-eight (48) hours of a written request submitted by any Party. All Parties acknowledge the importance of attendance and active support of the PAC and shall participate in meetings of the PAC as one of their responsibilities on the Project.

12.7 To promote day to day Work Site continuity, cooperation and information exchange, the Contractor and Council shall have Labor Management meetings monthly. The Contractor may also require the participation of any/all subcontractors who are working, or soon to be working on the Project. At these monthly Labor Management meetings, the topics of discussion will include job status, schedule updates, future work assignments, letter of assents, worker needs, and any other issue or concern that will help achieve a harmonious work site.

ARTICLE 13 CONTINUITY OF OPERATIONS

13.1 During the term of this CWA there shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by the Council, its signatory labor organizations, or by any employee employed on the Project.

13.2 There shall be no lockout of employees by the Contractor or subcontractors. In the event of action in violation of this Article, the Contractor may suspend all or any affected portion of the Work.

13.3 Any employee who participates in or encourages behavior that interferes with the performance of Covered Work may be subject to disciplinary action, up to and including discharge.

ARTICLE 14 HIRING PROCEDURES

14.1 The Contractor and subcontractors agree to comply with and exclusively use the appropriate signatory labor organization's referral system. All referral systems will be operated by the signatory labor organizations in a nondiscriminatory manner, in full compliance with federal, state, and local laws. Registration on out of work lists, or job referrals shall not be affected positively or negatively by membership or non-membership

in a labor organization and shall be open to all those who meet the respective crafts requirements.

14.2 By Contractor or subcontractor request, the appropriate signatory labor organization shall, to the greatest extent possible, prioritize the dispatch of applicants who are residents of the communities surrounding Project Work Sites. At the request of the Contractor or subcontractor, the appropriate signatory labor organization also shall, to the greatest extent possible, prioritize the dispatch of applicants falling within the focus categories set forth in the Preamble.

14.3 The Contractor may reject any applicant referred by a signatory labor organization for any lawful, nondiscriminatory reason, in accordance with the applicable labor organization's hiring hall rules and regulations. A written explanation shall be provided to the affected labor organization within forty-eight (48) hours of the rejection.

14.4 In the event any signatory labor organizations are unable to fill a request for referrals within forty-eight (48) hours after the request is made by the Contractor or a subcontractor (except for Saturdays, Sundays, and holidays), the Contractor or subcontractor may employ applicants from any other available source. The Contractor or subcontractor shall provide the appropriate labor organization with the name, address and phone number, or other viable contact information, in writing, for every applicant hired from other sources, and shall refer such applicants to the appropriate labor organization for dispatch to the Project before such applicant begins working on the Project. All successful applicants, whether referred by a signatory labor organization, or by another source, shall satisfy their financial obligations in accordance with the signatory labor organization hiring hall rules.

14.5 To ensure that the Contractor and all subcontractors have an opportunity to employ ("Core") employees on the Project, the Parties agree that in those situations where the successful Contractor or subcontractor is not a party to a current collective bargaining agreement with the affected signatory labor organization, the Contractor, or subcontractor, may request by name Core employees in accordance with the affected signatory labor organization's hiring hall rules. At the time of signing the letter of assent a list of all Core employees and classifications must be submitted (Attachment 2). All subsequent referrals will be made by the labor organization's hiring hall.

14.6 In order to be eligible to request a Core employee by name, the Contractor first must, demonstrate that the person possesses the following qualifications. Applicants, who cannot satisfy the following qualifications, will not be eligible for dispatch as Core employees:

- a. Holds all licenses required by state or federal law for the Covered Work to be performed.
- b. Has worked a total of at least one thousand (1,000) hours in the construction craft performing the Covered Work to be performed, during the previous year.

- c. Has the ability to safely perform the essential functions of the job.

14.7 Complaints that the Core employee provisions of this Article have been violated shall be submitted in writing to the CWA Administrator and resolved by the PAC on an expedited basis. Any Contractor or subcontractors that attempt to or that are found to have circumvented the Core employee hiring provisions of this Article by misclassifying any of its employees as supervisors or foremen, or in any other way, shall, by Order of the PAC, forfeit their right to employ Core employees for the remaining duration of the Project.

ARTICLE 15 APPRENTICESHIP AND TRAINING

15.1 The Parties recognize the need for meaningful, continuing support of bona fide apprenticeship programs. Such programs enable community members and District graduates to enter the labor market qualified to earn a family wage on a construction job. They ensure that a diverse, well-trained workforce essential to the economic and social vitality of Alaska and in particular, the communities surrounding the Work Site, is cultivated on an ongoing basis. The signatory labor organizations agree to support and to enhance existing apprenticeship programs to provide training and job opportunities to District graduates, young people, and unskilled adults. The Contractors will employ apprentices to perform work customarily performed by the craft in which they are registered, within the capability of the apprentice.

15.2 Apprentices shall be utilized in accordance with the signatory labor organization's CBAs that predominantly covers the work associated with this CWA. Apprentices shall be indentured in bona fide training programs approved by the United States Department of Labor, Office of Apprenticeship Training, Employer Labor Services (formerly the Bureau of Apprenticeship & Training).

15.3 Consistent with Board Policy 3311.1.2 (Use of Apprentices), the Contractor shall ensure that no less than fifteen (15%) percent of the total Contract labor hours worked on the Project are worked by registered Apprentices.

15.4 The Contractor and each subcontractor shall estimate the total contract labor hours to be worked on the construction contract awarded to it and shall establish the anticipated apprenticeship participation by craft and hours. The Contractor shall submit a monthly report for itself and all subcontractors to the CWA Administrator identifying the number of apprentices and journey workers used by craft and trade at each tier and level of work. The CWA Administrator shall determine whether the Contractor or subcontractor is in compliance with the provisions of this Article and collaborate with Sr. Director of Purchasing-Warehouse on management of the District's Apprenticeship Utilization Program.

15.5 Funding for Apprenticeship and training shall be through hourly contributions to each respective Union's Joint Apprenticeship Training Committee (JATC) programs. Those contributions shall be in accordance with the appropriate Signatory Labor Organization's Schedule "A".

ARTICLE 16

DISTRICT GRADUATES AND PREFERRED ENTRY APPRENTICESHIP

16.1 The Parties are committed to expanding employment and training opportunities for District graduates and providing additional work opportunities for District graduates and students in career and technical education to the full extent permitted by law.

16.2 The Parties agree to construct and expand pathways to livable wage jobs and careers in the construction industry for community residents and District graduates through collaborative workforce development systems and bona fide apprenticeship programs maintained by the Council and its member organizations.

16.3 To the extent permitted by law and current Anchorage School Board policy regarding employment of sex offenders, preferred Entry programs will be utilized in an attempt to identify qualified individuals such as: District graduates, youth, unskilled adults, military veterans, members of the National Guard or reservists, people of color, women, socially/economically or otherwise disadvantaged members of the community, or individuals facing reentry after a period of State of Alaska incarceration, for preferred entrance into the regular apprenticeship programs maintained that have been or will be created by the labor organizations signatory to this CWA.

16.4 Identification, selection and mentorship of qualified applicants to be accepted into apprenticeship programs will be the sole responsibility of the Joint Apprenticeship Training Committee (JATC) of each bona fide Apprenticeship and Training program.

ARTICLE 17

MILITARY VETERANS, MEMBERS OF THE NATIONAL GUARD, AND RESERVISTS

17.1 The Contractor, subcontractors, the Council, and its member organizations have committed to facilitating entry into the building and construction trades of veterans, members of the National Guard and reservists who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program and other appropriate veteran's programs. In furtherance of these efforts, the primary program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, and other needs identified by the Parties shall be VIPER.

17.2 The Contractor, subcontractors, and the labor organizations signatory to this CWA agree to coordinate with the Center and other appropriate veteran referral sources, to create and maintain an integrated database of veterans interested in working on the Project.

17.3 The labor organizations signatory to this CWA shall to the extent permitted by law, make reasonable, appropriate adjustments to their hiring hall rules and regulations to give credit to military veterans, members of the National Guard and reservists, for bona fide, provable past work experience.

ARTICLE 18 SOCIO-ECONOMICALLY DISADVANTAGED COMMUNITY MEMBERS

18.1 To the extent permitted by law and current Anchorage School Board policy regarding employment of sex offenders, employment opportunities shall be provided to eligible at-risk individuals, such as youth, unskilled adults, people of color, women, and those who experience a barrier to gaining employment due to their personal backgrounds. Those may include, socio-economically disadvantaged members of the community and individuals facing reentry into the community after leaving a State of Alaska correctional facility or incarceration.

ARTICLE 19 DRUG AND ALCOHOL-FREE WORKPLACE

19.1 The Contractor shall implement a fair and equitably administrated Drug Free Workplace Policy and Program (hereinafter, the "Policy") for the duration of this CWA. The Policy will be administered in accordance with the provisions of its ALCOHOL AND DRUG POLICY which shall be included as an Exhibit 1 to this CWA. All positive or inconclusive drug or failed alcohol results must be verified by an independent third-party agency approved in advance by the CWA Administrator. The CWA Administrator has the right and authority to conduct an audit of the administration of the drug and alcohol testing procedures being implemented by the Contractor, upon request of any Party to this CWA.

19.2 Consistent with the Owner's goals as forth in this CWA, persons with a history of alcohol or drug abuse shall not be denied employment on the Project so long as they can demonstrate their present ability to satisfy the requirements of the Drug Free Workplace Policy and Program applicable to the Project.

ARTICLE 20 STANDARDIZED GRIEVANCE PROCEDURE

20.1 This CWA is intended to provide close cooperation between labor and management, the Contractor, subcontractors, and signatory labor organizations with respect to the day-to-day performance of Covered Work. Alleged violations of this CWA or any signatory labor organizations CBA that predominantly covers work associated with this CWA, governing the performance of Covered Work by employees represented by a signatory labor organization, shall be resolved as follows.

- a. **Step 1.** When any employee subject to the provisions of this CWA feels he or she has been adversely affected by a violation of this CWA or any signatory labor organizations CBA that predominantly covers work associated with this CWA, they shall, through their local Business Representative or job steward, give notice to the appropriate Contractor or subcontractor representative of the grievance. Notice shall be given within seven (7) calendar days after the employee become or should have become aware of the violation. The labor organization's representative or job steward and the Contractor's representative shall meet and endeavor to adjust the matter within three (3) calendar days after timely notice has been given. The representative of the Contractor shall respond to the Business Representative in writing at the conclusion of the meeting but not later than two (2) calendar days thereafter. If the Party's representatives fail to resolve the matter within the prescribed period, the grieving party may, within two (2) calendar days thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth all relevant information, including a short description of the grievance the date on which the grievance occurred, and the provision(s) of the CWA alleged to have been violated.
- b. Should a Party have a dispute with another Party they shall meet promptly to resolve it. If a settlement is not reached within three (3) calendar days of the meeting, the dispute may be reduced to writing and submitted at Step 2, in the same manner as outlined for the adjustment of an employee grievance.
- c. **Step 2.** The Business Representative of the signatory labor organization or designee and the Contractor or subcontractor's representative, or designees shall meet within seven (7) calendar days after referral of a dispute to Step 2, to arrive at a satisfactory settlement. If the Parties' representatives fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.
- d. **Step 3.** If the grievance has been submitted but not adjusted at Step 2, either Party may within seven (7) calendar days thereafter, request in writing, that the grievance be submitted to a mutually acceptable Arbitrator. Alaskan arbitrators shall be utilized to the greatest extent possible. If an Arbitrator cannot be selected by mutual agreement, the selection shall be made by the PAC. The decision of the Arbitrator shall be final and binding on all Parties. The fee and expenses of Arbitration shall be borne equally by the Contractor or subcontractor and the labor organizations involved in the grievance regardless of the outcome.

- e. Failure of a Party to adhere to the time limits established herein shall be deemed a default and shall resolve the grievance in favor of the non-defaulting party. The time limits established herein may be extended only by written consent of the Parties involved. The Arbitrator shall have the authority to make decisions only on the issues presented, and shall not have authority to change, amend, add to or detract from any of the provisions of this CWA, or any signatory labor organizations CBA that predominantly covers work associated with this CWA.

ARTICLE 21

CRAFT JURISDICTION & JURISDICTIONAL DISPUTES

21.1 The assignment of work is the sole responsibility of the Contractor performing the work involved; such work assignments will be under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

21.2 If there is a dispute over a work assignment on the Project, between or among signatory labor organizations and Contractors of any tier, representatives of the signatory labor organizations claiming the work shall first meet with the Council President, or designee, who will attempt to mediate a resolution on an expedited basis. If a resolution to the dispute cannot be reached, the signatory labor organizations claiming the work then shall notify the CWA Administrator and the dispute shall be settled and adjusted according to the Plan. Decisions rendered shall be final, binding, and conclusive on the Contractors and labor organizations that are parties to this Agreement.

21.3 All jurisdictional disputes shall be resolved without strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section may be subject to discipline up to and including discharge for just cause.

ARTICLE 22

WORK RULES

22.1 The Owner or the Contractor(s) may establish reasonable Project Rules, so long as such Rules are not inconsistent with this CWA. Project Rules will be explained at the pre-job conference and posted at the Project Site by the Contractor or appropriate subcontractor. Failure by any employee to observe these rules and regulations may be grounds for discipline, up to and including discharge for just cause.

22.2 Security procedures for control of tools, equipment and materials are solely the responsibility of the Contractor and its subcontractors. Employees having any company property or property of another employee in their possession without authorization may be subject to discipline, up to and including discharge for just cause. The Contractor or

subcontractor will be responsible for the establishment of reasonable job security measures for the protection of personal company and client property on the Work Site.

ARTICLE 23

SAFETY, HEALTH AND SANITATION

23.1 Employees shall be provided with a safe, drug and alcohol-free environment in which to work. All employees performing Covered Work on the Project shall be covered by a properly classified Alaska Workers' Compensation Policy. All required safety equipment shall be provided by the Contractor or subcontractors at no cost to employees.

23.2 The Contractor, subcontractors and employees performing Covered Work on the Project shall comply with all applicable provisions of District, local, state and federal laws, rules and regulations, relating to job safety and safe work practices (hereinafter, "Safety Rules"). Safety meetings will be scheduled and conducted weekly by the Contractor or subcontractor as appropriate, to discuss safety on the Project and to ensure adequate awareness and understanding of the manner of implementation and the application of all Safety Rules.

23.3 All employees shall be required to use appropriate, personal, protective equipment as is or may be prescribed by state or federal safety and health standards or by the Contractor. Adequate training shall be provided to all Project employees to ensure proper utilization of such equipment. Failure of employees to use such equipment properly may be grounds for disciplinary action, up to and including dismissal.

23.4 No employee shall be required to work under conditions or circumstances which place the employee in imminent danger of physical harm or injury, except that the employee may not make any such claim or refuse to perform Covered Work as a pretext for refusing to carry out a work assignment.

23.5 The Contractor or subcontractor may shut down a job, or a portion thereof, if in the Contractor's or subcontractor's judgment, an emergency arises which could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked or for standby time if standby is required by the Contractor or subcontractor.

23.6 The Contractor and its subcontractors, as appropriate, shall provide a convenient and sanitary supply of drinking water and sanitary drinking cups, adequate sanitary toilet and clean up facilities for the employees, and dry racks sufficient to accommodate employees during rest and meal breaks, and for storage of employee's personal clothing and equipment.

23.7 Where an unsafe condition is alleged to exist, the affected employee shall first notify his or her immediate supervisor who shall take any necessary corrective action. If the employee's immediate supervisor is not available, the employee may satisfy his or her duty to report unsafe conditions promptly, by notifying any available Shop Steward or

management representative of the Contractor or subcontractor. If the parties fail to resolve any difference or disagreement over the existence of an unsafe condition or the appropriate corrective measures to be taken, the issue shall be referred immediately, for final and binding, resolution to the CWA Administrator and resolved by the PAC pursuant to Article 12.

ARTICLE 24

PROTECTION OF PERSON AND PROPERTY

24.1 Employees shall use diligent care to perform their work in a safe manner and to protect themselves, the environment, and the property of the Employer. Failure to do so may, depending upon the severity of the offense, result in discipline up to and including dismissal. The Employer shall establish, post, and ensure employees are aware of and understand, reasonable visitor, security, and safety rules necessary to achieve this objective.

ARTICLE 25

WAGE SCALES AND FRINGE BENEFITS

25.1 All employees covered by this Agreement shall be classified in accordance with Alaska Statute Title 36, Public Contracts. This shall be applicable to all Contractors and subcontractors.

25.2 Wages and benefits for referenced project shall remain at the levels specified in the specific contract documents for twenty-four (24) months from the award date. After twenty-four (24) months, the wage and benefit will increase to the current prevailed rate as published by the Alaska State Statute Title 36.

25.3 The Contractor and all Sub-Contractors shall be required to pay into an appropriate joint labor/management employee benefit trust(s) ("Trust Fund") unless alternative benefit plans are approved by each affected Signatory Labor Organization as outlined Section 25.4 below. Contractor and subcontractors shall be required to complete trust documents and submit them to the Trust Fund for each employee and to pay into the Trust Fund as required by that Trust Fund's schedule.

25.4 **Alternative Benefits.** The Parties recognize the Owner's commitment to provide opportunities on the Project for all Contractors and subcontractors, including those which may not have previously had a relationship with the labor organizations signatory to this CWA. Each labor organization signatory to this CWA agrees to meet and confer with the Contractor or subcontractor to discuss alternative benefits for Pension and/or Health and Welfare to meet the needs of their core employees as defined in Article 15 above. To be eligible, Contractors or subcontractor's must have a qualifying Pension and/or Health and Welfare plan currently covering their core employees as outlined below. If such

Contractors or subcontractors do not have a qualifying company Pension and/or Health and Welfare plan, they shall be required to contribute to the appropriate Trust Fund for their core employees. All Contractors and subcontractors are required to pay the prevailed amount into the Training Trust Funds for the appropriate Signatory Labor Organization.

Qualifying Pension and/or Health and Welfare plan shall be one that satisfies the following requirements:

- a. The Contractor's or subcontractor's company Pension and/or Health and Welfare plan must have been in existence for a period of at least one (1) year prior to the Contractor's or subcontractor's bid or proposal submission for work on the Project; and
- b. The employees for whom continued coverage under the Contractor's or subcontractor's plan will be maintained must be qualified core employees as defined above and have been participants in such plans for the six (6) month period prior to their employment on the Project.

If the above requirements are met, the Contractor or subcontractor may request to meet and confer by submitting a written request to the Administrator for each affected signatory labor organization using (Attachment 5).

25.5 If any Contractor or subcontractor does not pay into the appropriate Trust Fund, the affected labor organization's trust administrator shall provide written notice to the Contractor.

- a. The delinquent subcontractor, and the Contractor by mutual agreement, may identify other agreeable solutions that will assure timely payment to the Trust Fund. If the delinquent amounts are undisputed in whole or in part between the Trust Fund and the delinquent subcontractor, the Contractor shall issue a joint check to the Trust Fund and the subcontractor, in the amount of the undisputed delinquency.

25.6 If the Contractor is the delinquent Party, written notice of the alleged delinquency shall be provided by the affected labor organization to the CWA Administrator, and the delinquency shall be resolved by the PAC pursuant to Article 12.

25.7 Copies of applicable Trust Agreements will be made available upon request of the Contractor or subcontractor.

ARTICLE 26 WORK HOURS AND PAY

26.1 Workweek and Workday.

- a. **Regular Workweek and Workday.** The regular workweek shall be five (5) consecutive days falling within Monday through Saturday. Where a single shift is worked, the regular workday shall be eight (8) consecutive hours between 6:00 AM and 6:00 PM; exclusive of a meal period of not less than one-half (1/2) hour. Nothing herein shall preclude the Contractor or subcontractor from scheduling any workday in excess of eight (8) hours or a workweek in excess of forty (40) hours. The Contractor or subcontractor shall determine and establish the work starting times at any time between 6:00 AM and 8:00 AM. All work performed before the regular starting time or after eight (8) consecutive hours shall be paid at the regular overtime rate, except that under conditions beyond the control of the parties to this Agreement (such as concrete paving, concrete pouring, asphalt paving, and road oiling work), or on work requiring special crews, or when the job or weather conditions warrant, the work starting time shall be mutually arranged to fit such conditions without penalty or premium payment. Other starting times, including staggering starting times, may be mutually agreed upon by the Parties without premium pay.
 - b. **Four-Ten Hour Workweek (4-10's).** With notification to the employees prior to the end of their workweek, the Contractor or subcontractor may schedule a workweek of four (4) consecutive ten (10) hour workdays between Monday and Saturday within the standard starting times as stated in Section 26.1 at the straight time rate of pay. Any work in excess of ten (10) hours on scheduled workdays shall be paid at the overtime rate of pay, and overtime shall be paid for any hours in excess of forty (40) in any workweek.
 - c. **Assembly Point.** The time of each Employee shall start in the morning at the designated Assembly Point, which shall be agreed upon at the pre-job conference. The Contractor or subcontractor shall make suitable and prompt transportation available from Assembly point to the job site and back. The time of the Employees shall end at quitting time on the job sites. It is intended that the lapse of time used to transport the Employees from normal quitting time at the job site to Assembly Point shall not exceed the lapse of time from starting time at Assembly Point in the morning to the Job site. In the event that the cumulative round-trip travel exceeds one (1) hour, then the employee's time exceeding the one (1) hour will be considered as time worked and compensation will be computed at the applicable rate. The Contractor or subcontractor will utilize Teamsters for all hours worked hauling employees to and from the agreed upon assembly point.
- 26.2 **Meal Period.** The Contractor or subcontractor will schedule a meal period of not less than one-half (1/2) hour, or more than one (1) hour's duration at approximately the mid-point of the scheduled shift regardless of such shift duration (8, 10, or 12 hours). The Contractor or subcontractor shall make an earnest effort not to work employees six (6) hours without a meal period. If the Contractor or subcontractor finds it is necessary to work employees beyond six (6) hours without a meal period, the employees shall be allowed a later meal period, and it shall be considered time worked and paid for at the proper overtime rate.

26.3 Overtime.

- a. All work performed in excess of eight (8) consecutive hours (excess of ten (10) hours on a four-ten (4-10) schedule) in any one (1) day or forty (40) hours in any one (1) workweek shall be paid at one and one-half (1-1/2) times the straight time rate of pay. Employees shall be paid in accordance with the appropriate signatory labor organizations CBA that predominantly covers work associated with this CWA for all work performed on Saturdays and Sundays. An employee who was absent on their own accord, but work was made available during a regular straight time day, may be compensated at the straight time rate for hours worked on Saturday.
- b. When a shift is started at a basic rate or at the appropriate overtime rate applicable on that day, it shall be completed at that rate. There will be no restrictions upon the Employer's scheduling of overtime or the non-discriminatory designation of employees that shall be worked. There will be no pyramiding of overtime.

26.4 Holidays.

- a. All Holidays, except for Labor Day, may be worked. No work may be performed or scheduled on Labor Day unless an emergency exists.
- b. If Saturday is not a normally scheduled workday, the holiday shall be observed on the preceding Friday. If Sunday is not a normally scheduled workday, the holiday shall be observed on the following Monday.
- c. Employees shall be paid in accordance with the appropriate signatory labor organizations CBA that predominantly covers work associated with this CWA for all work performed on recognized holidays.
- d. Recognized Holidays shall be:

New Year's Day (January 1st)
Presidents' Day (Third Monday of February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday of September)
Veteran's Day (November 11th)
Thanksgiving Day
Christmas Day (December 25th)

26.5 Shift Work.

- a. Shift work may be performed at the option of the Contractor or subcontractor. The Contractor or subcontractor shall have the sole right to establish the starting time and duration of a shift, to designate the craft or crafts performing work on a shift

basis on the Project or any portion thereof, and to determine the number of employees required. Any time worked more than the regular shift shall be paid for at the normal overtime rate. The meal period provisions of Section 26.2 of this Article shall apply to both shifts.

- b. On two- or three-shift operations, the work starting time for the first shift will not be established earlier than 5:00 AM, unless an earlier starting time is mutually agreed upon. If an earlier starting time is established without such mutual consent, overtime for those hours earlier than 5:00 AM will be paid. When an employee is moved from one shift to another, they shall be allowed a minimum of eight (8) consecutive hours off duty before they are required to begin work on the shift. An employee not having an eight (8) hour break between shifts shall be paid the overtime rate until such time as they receive an eight (8) hour break.
- c. When changing shifts, the employee must be permitted to remain on that shift for at least fourteen (14) calendar days, unless this requirement is waived in writing by the employee's Employee Representative.
- d. Employees shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Contractor or subcontractor until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.
- e. Scheduling and premium pay for two- or three-shift operations shall be in accordance with the appropriate Signatory Labor Organization's Schedule "A".
- f. When two (2) or three (3) shifts are regularly established and the first or second shift cannot be worked due to conditions caused by weather, either shift may be worked in accordance with the applicable Signatory Labor Organization's Schedule "A".

26.6 Reporting Pay.

- a. If an employee reports to work for a regular or assigned shift and, weather permitting, is not put to work, he or she shall be paid two (2) hours reporting time and shall remain at the job site for two (2) hours if required by the Contractor or subcontractor.
- b. An employee who starts to work shall be paid for not less than two (2) hours, and if the employee works beyond two (2) hours, the employee shall be paid for actual time worked. It shall be the Contractor or subcontractor's prerogative whether or not to stop work.
- c. No employee covered by this Agreement shall be called to work outside of their regular shift for less than two (2) hours paid for such work at the applicable rate.

- d. Any employee who leaves the job or work location of his or her own volition, quits, or is discharged for cause, shall be paid only for the time worked.

26.7 Payday.

- a. Wages will be paid weekly by check or direct deposit on a designated day during working hours and, in no case, shall more than five (5) days be held back in any one (1) payroll week. Each payday the Employee shall be given a check or stub and a statement showing hours, deductions, and hourly rates of pay, with the Contractor or subcontractor name and address clearly stated.
- b. When an employee is separated from employment, wages become due within three (3) days after separation (excluding weekends and holidays). Where complete payroll information is not available and the check issued is less than the total amount due, a check for the balance shall be sent to the office of the appropriate signatory labor organization. Should the Contractor or subcontractor fail to comply with this provision, in whole or part, the employee will be entitled to eight (8) hours pay at the straight time rate of pay for each day full termination pay is delayed (excluding Saturdays, Sundays and holidays). Checks not picked up by the employee shall be delivered to the appropriate signatory labor organization.

26.8 Travel and Subsistence. There shall be no travel, daily travel, subsistence, or zone pay required under the provisions of this Agreement, but nothing in this Agreement prohibits the Contractor or subcontractor from providing any of the aforementioned items necessary to employ workers and payment of travel and subsistence is encouraged.

26.9 Employee Access. Employee access to the Work Site by private automobile may be limited to certain roads and/or parking areas. Parking at or near the Work Site will be provided to employees at no cost. If such parking cannot be provided, transportation between the parking area and the Work Site shall be provided by the Contractor or subcontractor, and employees will be given fifteen (15) minutes of pay each way, or compensation for actual transportation time, whichever is greater. Parking fees shall be reimbursed if employees are required to park in a private lot.

26.10 Foremen and General Foremen.

- a. The selection of craft foremen and general foremen shall be the exclusive responsibility of the Contractor or subcontractor. Foremen and general foremen shall take directions from authorized Representatives of the Contractor or subcontractor.
- b. Craft foremen may be required to perform covered work of the trade.
- c. General foremen may perform incidental work of the trade.
- d. Craft and general foremen shall be paid at the applicable foreman rate.

- e. The number of craft foremen and general foremen shall be in accordance with the applicable signatory labor organizations CBA that predominantly covers work associated with this CWA.
- f. All foremen shall have the authority and responsibility to terminate for just cause any employee working under their supervision who fails to perform satisfactorily, competently, and diligently his or her assigned duties.

ARTICLE 27 COMPLETE AGREEMENT

27.1 This CWA represents the complete agreement of the Parties. Neither the Contractor nor any subcontractor will be required to sign any other agreement with the Council, or its member labor organizations, as a condition of performing work on the Project. If this CWA is silent on an issue the applicable signatory labor organization's CBA that predominantly covers work associated with this CWA will be used to determine the outcome. Where there is a conflict, the terms of this CWA shall supersede the terms of all national, regional, or signatory labor organizations CBAs that predominantly covers work associated with this CWA, except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors; and all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians; with the exception of Articles 13, 20, and 21 of this Project Agreement, which shall apply to such work. Nothing in this CWA requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This CWA is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

27.2 Nothing in this CWA shall modify, amend, or supersede any provisions of any other agreement between the Owner, Contractor, and its subcontractors, or between the Owner, Contractor, its subcontractors and the Council or individual members of the Council.

27.3 The liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

ARTICLE 28
GENERAL SAVINGS CLAUSE

28.1 If any article or provision of this Agreement is declared invalid, inoperative, or unenforceable by any administrative agency, or court of competent jurisdiction, the remainder of this CWA shall not be affected thereby. Thereafter, any Party may, upon not less than thirty (30) days written notice to the others, have the right to open negotiations for the substitution of a new article or provision consistent with the decision of the board or court and the intent of the invalidated provision.

ENDORSEMENT

The authorized signature by the undersigned commemorates and affirms the approval of this CWA by all Parties and its adoption as a bid specification for contracts pertaining to all Covered Work on the Project.

FOR THE PARTIES:

By:

Anchorage School District

Date

By:

Contractor

Date

By:

Building and Construction Trades Council of
South Central Alaska - President

Date

Building and Construction Trades Council of South-Central Alaska - Affected trades:

By:

Bricklayers Local 1

Date

(206) 248-2456

By:

Boilermakers Local 502
(253) 435-0330

Date

By:

Cement Masons Local 528
(907) 351-0151

Date

By:

Heat & Frost Insulators Local 7
(206) 812-0777By:

Date

By:

IBEW Local 1547
(907) 272-6571

Date

By:

Ironworkers Local 751
(907) 563-4766

Date

By:

IUOE Local 302
(907) 561-5288

Date

By:

Laborers' Local 341
(907) 341-0341

Date

By:

Western States Regional Council of Carpenters
(907) 276-3533 Date

By:

Painters (IUPAT) Local 1959
(907) 562-8843

Date

By:

Plumbers & Steamfitters UA Local 367
(907) 562-2810

Date

By:

Roofers Local 189
(509) 327-2322

Date

By:

Sheet Metal Workers Local 23
(907) 277-5313

Date

By:

Sprinkler Fitters Local 669
(907) 283-8198

Date

By:

Teamster Local 959
(907) 751-8500

Date

ATTACHMENT 1 - LETTER OF ASSENT
COMMUNITY WORKFORCE AGREEMENT
FOR THE

PROJECT

The undersigned, as a Contractor or subcontractor on the _____ Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Community Workforce Agreement (CWA), a copy of which was received, reviewed, is understood, and acknowledged, hereby:

- a. On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the CWA, together with any and all amendments and supplements, such as individual signatory labor organization's Schedule A's, now existing or that are later made thereto, and understands that any act of non-compliance with all such terms and conditions, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- b. Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said CWA.
- c. Agrees to secure from any subcontractor, of any tier (as defined in the CWA), a duly executed Letter of Assent in form identical to this document prior to commencement of any Covered Work.

Dated: _____

(Name of Contractor/Company) _____

(Signature of Authorized Representative) _____

(Print Name and Title) _____

(Phone Number) _____

(Billing Address) _____

(City, State and Zip Code) _____

(General Contractor) _____

(Contract Number) _____

ATTACHMENT 2 – CORE EMPLOYEE ROSTER

**COMMUNITY WORKFORCE AGREEMENT
FOR THE**

_____ **PROJECT**

Contractor or subcontractor Name: _____

Per Article 14, and in accordance with the qualifications listed in Section 14.6, the following shall be considered our core employees for this project:

Name	Classification
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____
9) _____	_____
10) _____	_____

Submitted By:

Contractor/subcontractor

Date

Page _____ of _____

ATTACHMENT 3 – EMPLOYEE REPRESENTATIVES

**COMMUNITY WORKFORCE AGREEMENT
FOR THE**

PROJECT

Per Section 10.2, the following are the designated Employee Representatives:

Labor Organization: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Primary Representative: _____

Cell Phone: _____ Office Phone: _____

Email Address: _____

Alternate Representative: _____

Cell Phone: _____ Office Phone: _____

Email Address: _____

By:

Signatory Labor Organization

Date

ATTACHMENT 4 – PAC DISPUTE
COMMUNITY WORKFORCE AGREEMENT
FOR THE

_____ **PROJECT**

CWA Administrator: _____

Party/Parties Filing Dispute: _____

Point of Contact: _____ Phone: _____

Date of Occurrence: _____

Statement of Dispute: _____

CWA Articles or sections that Apply: _____

Recommended Remedy: _____

By:

Signatory

Date

ATTACHMENT 5 – ALTERNATIVE BENEFITS REQUEST

**COMMUNITY WORKFORCE AGREEMENT
FOR THE**

PROJECT

CWA Administrator: _____ Date: _____

Contractor/subcontractor requesting: _____

Point of Contact: _____ Phone: _____

Signatory Labor Organization Affected: _____

This request to meet and confer about alternative benefit arrangements for core employees shall also include the following:

- 1) A copy of the Contractor's or subContractor's Health and Welfare and/or Pension plan; and
- 2) A list of the core employees who will be employed on the Project to whom the exemption will be applied and for whom the Contractor's or subcontractor's benefit plan coverage and payment of costs will be maintained; and
- 3) A calculation of the combined Contractor or subcontractor and employee costs for such programs expressed as an hourly cost based upon an assumed average monthly work hours of one hundred and sixty (160) hours.

The requested terms and conditions of alternative benefits for the requested core employees must be approved by the Signatory Labor Organization, and are as follows;

- A. The core employees in this request shall be paid in accordance to the agreed terms for the duration of their employment on the Project. Any core employee may request in writing to cease participation in the Contractor's or subcontractor's plan. Effective on the date of the request, the Contractor or subcontractor shall make contributions on that employee's behalf to the appropriate Trust Fund for the duration of employment on the project.
- B. For all other employees not submitted with this request, shall have their contributions paid to the applicable Trust Funds in accordance with the terms of the CWA.

- C. Copies of all remittance forms confirming compliance with all Trust or benefit program requirements shall be submitted monthly to the Administrator.
- D. If the Contractor or subcontractor has only one of the two qualifying benefits, either Pension or Health and Welfare plans, and not the other, the Contractor then must participate in the appropriate Trust Fund for the benefit that they do not provide.
- E. Any difference between the Contractor or subcontractor benefit amount and the Signatory Labor organization benefit amount shall be paid on the check so that the total is equal to the appropriate prevailing wage determination.
- F. The Contractor or subcontractors must pay the prevailed amount into the appropriate Training Trust Funds for the appropriate Signatory Labor Organization.
- G. These conditions may be altered by mutual agreement, in writing, only by the Contractors or subcontractors signing this appendix and the signatory labor organization affected.

Submitted By:

Contractor or subcontractor

Date

Alternative benefits as requested are Agreed and approved by:

Signatory Labor Organization

Date

